

CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

CHATEL AND MORTGAGE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

JEB

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I hereby certify that the microphotographs appearing on this reel of film are exact copies of the land records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Commissioner of the Land Office microfilmed copies of the land records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission, Records Management Division, (Chapter 436, Acts of 1953).

Joseph E. Bodin

Clerk of Circuit Court

For Allegany County

Date September 22, 1954

STATE OF MARYLAND

FILED AND RECORDED SEPTEMBER 3rd 1954 at 8:40 A.M.

This Mortgage, Made this 2nd day of September
in the year Nineteen Hundred and Fifty-Four, by and between
J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and THE HANCOCK BANK of Hancock, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland
with its principal place of business in Hancock, Washington County,
Maryland,
~~XX~~
party of the second part, WITNESSETH:

Whereas, the said J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife, stand indebted unto THE HANCOCK BANK of Hancock, Maryland, in the just and full sum of Thirteen Hundred Dollars (\$1300.00), to be repaid with interest at the rate of five per cent (5%) per annum in thirty-six (36) consecutive monthly payments of at least Thirty-Eight and 97/100 Dollars (\$38.97) per month including interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal sum, together with the interest accruing thereon, these presents are made.

The said parties of the first part herein shall have the right and privilege of pre-paying this mortgage at any time during the term hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
THE HANCOCK BANK of Hancock, Maryland, its successors

~~and~~ and assigns, the following property, to-wit:

All of the following tracts, pieces or parcels of ground, situated, lying and being in Election District No. 1, in Allegany County, Maryland, and more particularly described as follows:

PARCEL NO. 1

BEGINNING for the same at a post and running thence South 60 degrees East 47.5 perches to a stone, thence South 5 degrees West 13.7 perches to a stone, thence South 72-1/2 degrees East 17.3 perches to a small red oak, thence North 13 degrees East 8.8 perches to a chestnut, thence South 60 degrees East 93 perches to a stone, thence North 32 degrees East 30 perches to a stone, thence North 48 degrees West 44 perches to a stone, thence North 36-1/2 degrees East 161 perches to a stone, thence North 88 degrees West 207 perches to a stone, thence South 2 degrees West 72.5 perches to a pine tree, thence

South 36-1/2 degrees East 39 perches to a stone, thence South 78 degrees West 40 perches to a stone, thence South 37 degrees West 4 perches to the place of beginning. Containing 165-1/2 acres of land, being a part of a tract of land called "Family Concern".

PARCEL NO. 2

BEGINNING at a post standing on the Pennsylvania State Line at the end of the 38th line of a tract called "The Two Taverns" and running thence South 3-1/2 degrees West 72.5 perches to a pine tree, then South 18 degrees East 40 perches to a post, then South 79 degrees West 35.5 perches to a post, then North 59 degrees West 150 perches, then North 30-1/2 degrees East 55 perches to a stone, then South 87 degrees East 130 perches to the beginning. Containing 82 acres and 12 perches, more or less.

BEING the same property conveyed to J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife, by ROSCOE MESSERSMITH and SALENA MESSERSMITH, his wife, by deed dated April 11, 1953, and recorded in Liber 249, folio 85 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said J. PAUL ANDRICK and MARTHA J. ANDRICK,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
THE HANCOCK BANK of Hancock, Maryland, its successors
~~executors, administrators~~ or assigns, the aforesaid sum of Thirteen Hundred
Dollars (\$1300.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said J. PAUL ANDRICK and MARTHA J. ANDRICK,
his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

THE HANCOCK BANK of Hancock, Maryland, its successors,

~~executors, administrators~~ and assigns, or GORMAN E. GETTY, its
~~attorney in fact~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said J. PAUL ANDRICK and

MARTHA J. ANDRICK, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife,

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least THIRTEEN HUNDRED DOLLARS (\$1300.00) ~~XXXXXX~~ and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its successors ~~XXXX~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Attest

Evelyn G. O'Donnell
Evelyn G. O'Donnell

J. Paul Andrick [Seal]
 J. PAUL ANDRICK
Martha J. Andrick [Seal]
 MARTHA J. ANDRICK

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 2nd day of September
 in the year nineteen hundred and fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

J. PAUL ANDRICK and MARTHA J. ANDRICK, his wife, the within named mortgagors,

and acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

BROOKS SMITH, Cashier of THE HANCOCK BANK of Hancock, Maryland,
 as agent of the within named mortgagee
~~has within named mortgagee~~ and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Evelyn G. O'Donnell
 Notary Public

FILED AND RECORDED SEPTEMBER 3rd 1954 at 9:00 A.M.

THIS MORTGAGE, Made this 3rd day of August, 1954, by and between Ford's Drug Stores, Incorporated, a Maryland corporation, party of the first part, hereinafter sometimes called the Mortgagor, and The Liberty Trust Company, a corporation duly incorporated under the Laws of the State of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, Trustee, for the parties hereinafter enumerated, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagor stands indebted unto The Liberty Trust Company, Trustee, as hereinafter set forth, in the total, full and just sum of Fifteen Thousand (\$15,000.00) Dollars, as is evidenced by their several promissory notes of even date and tenor herewith, all of which said notes are payable one (1) year from date hereof, and bear interest at the rate of Four per centum per annum, said interest being payable in quarterly installments as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest on said notes to be payable on September 30, 1954, and said notes being in the following amounts and denominations and being made to The Liberty Trust Company, Trustee, for the following:

John A. Parks, Jr. and The Liberty Trust Company, Trustees under the Will of John A. Parks, deceased,	\$5,000.00
Virginia R. Cobey and The Liberty Trust Company, Trustees for Maude S. Brewer under Trust Agreement dated February 4, 1947,	2,000.00
The Liberty Trust Company, Trustee under Trust Agreement dated April 1, 1932, by Georgie Daisy	3,000.00
The Liberty Trust Company, Trustee for Modern Park Development Company, (trading as Hillcrest Burial Park),	5,000.00

All of said notes and debts secured hereunder shall be pro-rated among the holders of the aforesaid notes according to their pro-rata share in the total indebtedness. The Mortgagor reserves the privilege to pay the unpaid balance of the principal indebtedness, together with accrued interest thereon, in whole or in part, for reduction or extinguishment of the debt, at any time prior to the date of the maturity of this Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mortgagors do hereby



bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee, its successors and assigns, the following property, to-wit:

All that lot or parcel of ground, situate, lying and being in the City of Cumberland, Allegany County, Maryland, known and described as part of Lot No. 24, of the Original Town Lots of Cumberland, and more particularly described as follows:

BEGINNING for the same on the Northerly side of Greene Street at the intersection of said side of Greene Street with the Westerly side of Lee Street and running thence with a portion of the first line of Original Town Lot No. 24, North 83 degrees 30 minutes West 50.5 feet, thence at right angles with said Greene Street, North 6 degrees 30 minutes East 74 feet to a chiseled () on the top of a concrete sewer box, thence at right angles to said line and with a line parallel to said Greene Street, South 83 degrees 30 minutes East 50.5 feet to the Westerly side of Lee Street, thence at right angles and with said side of Lee Street, South 6 degrees 30 minutes West 74 feet to the place of beginning.

It being the same property which was conveyed to the said Ford's Drug Stores, Incorporated, by deed of Marion Gordon Thompson, et al, dated December 10, 1946, and recorded in Liber No. 212, folio 662, of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors or assigns, in fee simple forever.

PROVIDED, that if the said Mortgagor, its successors or assigns, do and shall pay unto the said Mortgagee, its successors or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime, does and shall perform all of the covenants herein on its part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the Mortgagor shall cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagor may retain possession of the mortgaged

property, upon paying in the meantime all taxes, assessments and public liens levied on said property, and on the Mortgage debt and interest hereby intended to be secure, the said Mortgagor shall hereby covenant to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demanded; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagor also consents to the immediate appointment of a receiver for the property described herein.

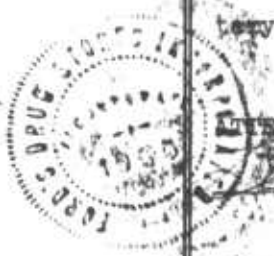
But in case of default being made in payments of the Mortgage debt aforesaid, or of the interest thereof, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and that the Mortgagor shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first; to the payment of all expenses incident to such sale, including taxes, and all other public liens and assessments, all premiums of insurance paid by the mortgagee, and a Commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payments of all moneys owing under this Mortgage, whether the same shall have then matured or not, and as to the balance, to pay it over to the said Mortgagor, its successors or assigns.

AND the said Mortgagor does further covenant to insure forthwith and pending the existence of this Mortgage to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Fifteen Thousand (\$15,000.00) Dollars, and to cause the policy or policies issued herefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee its successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the Mortgagee or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

IN WITNESS WHEREOF, the party of the first part has caused this mortgage to be signed by its ^{VICE} President, and its Corporate Seal to be hereto affixed, duly attested by its Secretary the day and year first above written.



WITNESSES:

Secretary

FORD'S DRUG STORES, INCORPORATED

BY

President

STATE OF ~~MARYLAND~~ *New Jersey*
COUNTY OF ~~ALLEGANY~~ *Essex*

TO WIT:

I HEREBY CERTIFY, That on this 31 day of August, 1954, before me, the subscriber, a Notary Public of the State of ~~Maryland~~ *New Jersey*, in and for the County of ~~ALLEGANY~~ *Essex*, personally appeared *Cynthia R. Shaffer* ^{VICE} President of Ford's Drug Stores, Incorporated, and he acknowledged the foregoing Mortgage to be the act and deed of said corporation; and also, personally appeared Charles A. Piper, President of The Liberty Trust Company and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee and each made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner make oath that he is the President and agent or attorney for said corporation and is duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

Notary Public
July 23, 1956

CCXX

State of New Jersey
 County of Essex

I, RUSSELL C. GATES, Clerk of the County of Essex and also Clerk of the Essex County Court,
 (the same being a Court of Record of the aforesaid County, having by law a seal)

DO HEREBY CERTIFY, That *Nathan Barbarosh* Esquire,
 whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, was at the
 time of taking said acknowledgment, proof or affidavit, a NOTARY PUBLIC, duly commissioned and
 sworn and residing in said State, and was, as such NOTARY PUBLIC, an officer of said State duly
 authorized by the laws thereof to take and certify the same, as well as to take and certify the proof
 and acknowledgment of deeds for the conveyance of land, tenements or hereditaments, and other in-
 struments in writing to be recorded in said State, and that the said acknowledgment is duly executed
 and taken according to the laws of said State, and that full faith and credit are and ought to be
 given to his official acts; and I further certify that I am well acquainted with his handwriting and
 verily believe the signature to the attached certificate is his genuine signature.
 And I do further certify that the impression of the seal of such NOTARY PUBLIC is not required by
 the laws of this State to be filed in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this
 31st day of Aug. 1954
Russell C. Gates Clerk.

STATE OF MARYLAND
 COUNTY OF ALLEGANY

, TO WIT:

I HEREBY CERTIFY, That on the 31st day of August, 1954,
 before me, the subscriber, a Notary Public of the State of Maryland,
 in and for the County of Allegany, personally appeared Chas. A.
 Piper, President of The Liberty Trust Company, the within named
 Mortgagee and made oath in due form of law, that the consideration
 in said Mortgage is true and bona fide as therein set forth; and
 the said Chas. A. Piper, did further in like manner make oath that he is
 the President and agent or attorney for said corporation and is duly
 authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed

My Notarial Seal the day and year above written.



Geo A Siebert
 Notary Public.

My commission expires May 2, 1955.

FILED AND RECORDED SEPTEMBER 3rd 1954 at 9:00 A.M.

THIS MORTGAGE, Made this 31ST day of August, 1954, by and between Ford's Drug Stores, Incorporated, a Maryland corporation, party of the first part, hereinafter sometimes called the Mortgagor, and The Liberty Trust Company, a corporation duly incorporated under the Laws of the State of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, Trustee, for the parties hereinafter enumerated, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagor stands indebted unto The Liberty Trust Company, Trustee, as hereinafter set forth, in the total, full and just sum of Fifteen Thousand (\$15,000.00) Dollars, as is evidenced by their several promissory notes of even date and tenor herewith, all of which said notes are payable one (1) year from date hereof, and bear interest at the rate of Four per centum per annum, said interest being payable in quarterly installments as it accrues, at the office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest on said notes to be payable on September 30, 1954, and said notes being in the following amounts and denominations and being made to The Liberty Trust Company, Trustee, for the following:

The Liberty Trust Company, Guardian for Christina Rose Bagatti under agreement dated September 25, 1953.	\$3,000.00
The Liberty Trust Company, Trustee for Helen Bagatti under Trust Agreement dated October 29, 1953.	2,000.00
The Liberty Trust Company, Trustee for Harry F. Reinhart, under Will of William L. Reinhart, deceased.	5,000.00
The Liberty Trust Company, Trustee for Gladys E. Stallings, under Trust Agreement dated July 17, 1953.	5,000.00

All of said notes and debts secured hereunder shall be of equal priority and any and all payment on this Mortgage shall be pro-rated among the holders of the aforesaid notes according to their pro-rata share in the total indebtedness. The Mortgagor reserves the privilege to pay the unpaid balance of the principal indebtedness, together with accrued interest thereon, in whole or in part, for reduction or extinguishment of the debt, at any time prior to the date of the maturity of this Mortgage.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, to-



gether with the interest thereon, the said Mortgagor does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Trustee, its successors and assigns, the following property, to-wit:

All that lot, piece or parcel of ground, situate, lying and being on the Westerly side of Baltimore Avenue, in the City of Cumberland, in Allegany County, in the State of Maryland, and particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Westerly side of Baltimore Avenue, with the Northerly side of Lincoln Alley, and running thence with the Westerly side of Baltimore Avenue, North 40 degrees 14 minutes East 45.1 feet, then parallel with Lincoln Alley, North 44 degrees 5 minutes West 75 feet to a private Alley, then with said Alley, South 45 degrees 55 minutes West 45 feet to the Northerly side of Lincoln Alley, then with said side of said Alley, South 44 degrees 5 minutes East 79½ feet to the place of beginning.

It being the same property which was conveyed to the party of the first part herein by deed of Elias G. Burket, et ux, dated December 31, 1947, and recorded in Liber No. 218, folio 541, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors or assigns, in fee simple forever.

PROVIDED, That if the said Mortgagor, its successors or assigns, do and shall pay unto the said Mortgagee, its successors or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars, together with the interest thereon, when and as the same becomes due and payable, and in the meantime, does and shall perform all of the covenants herein on its part to be performed, then this Mortgage shall be void.

IT IS AGREED, That it shall be deemed a default under this Mortgage if the Mortgagor shall cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, That until default is made, and no longer, the Mortgagor may retain possession of the mortgaged property upon paying in the meantime all taxes, assessments and public liens levied on said property, and on the Mortgage debt

and interest hereby intended to be secured, the said Mortgagor shall hereby covenant to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demanded; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payments of the mortgage debt aforesaid, or of the interest thereof, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and that the Mortgagor shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit:

By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first; to the payment of all expenses incident to such sale, including taxes, and all other public liens and assessments, all premiums of insurance paid by the Mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised; under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payments of all moneys owing under this Mortgage, whether the same shall have then matured or not, and as to the balance, to pay it over to the said Mortgagor, its successors or assigns,

AND the said Mortgagor does further covenant to insure forthwith and pending the existence of this Mortgage to keep

insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Fifteen Thousand (\$15,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the Mortgagee, its successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the Mortgagee or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

IN WITNESS WHEREOF, the party of the first part has caused this mortgage to be signed by its ^{VICE} President, and its Corporate Seal to be hereto affixed, duly attested by its Secretary the day and year first above written.

FORD'S DRUG STORES, INCORPORATED

ATTEST:

By Cynthia R. Shaffer
Vice President

Lester R. Martin
Secretary

STATE OF ~~MARYLAND~~ ^{NEW JERSEY}

TO WIT:

COUNTY OF ~~ALLEGANY~~ ^{ESSEX}

I HEREBY CERTIFY, That on this 31 day of August, 1954, before me, the subscriber, a Notary Public of the State of ~~Maryland~~ ^{New Jersey}, in and for the County of ~~Allegany~~ ^{Essex}, personally appeared Cynthia R. Shaffer Vice President of Ford's Drug Stores, Incorporated, and he acknowledged the foregoing Mortgage to be the act and deed of said corporation; and also, personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee and each made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further in like manner make oath that he is the President and agent or attorney for said corporation and is duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

Nathan Barberock
Notary Public
Aug 28 1954

CCXX

State of New Jersey
County of Essex ss.



I, RUSSELL C. GATES, Clerk of the County of Essex and also Clerk of the Essex County Court, (the same being a Court of Record of the aforesaid County, having by law a seal)

DO HEREBY CERTIFY, That *Nathan Barberock* Esquire, whose name is subscribed to the attached certificate of acknowledgment, proof or affidavit, was at the time of taking said acknowledgment, proof or affidavit, a NOTARY PUBLIC, duly commissioned and sworn and residing in said State, and was, as such NOTARY PUBLIC, an officer of said State duly authorized by the laws thereof to take and certify the same, as well as to take and certify the proof and acknowledgment of deeds for the conveyance of land, tenements or hereditaments, and other instruments in writing to be recorded in said State, and that the said acknowledgment is duly executed and taken according to the laws of said State, and that full faith and credit are and ought to be given to his official acts; and I further certify that I am well acquainted with his handwriting and verily believe the signature to the attached certificate is his genuine signature.
And I do further certify that the impression of the seal of such NOTARY PUBLIC is not required by the laws of this State to be filed in my office.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my official seal this

31st day of Aug. 1954

Russell C. Gates Clerk

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on the 31st day of August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Chas. A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Chas. A. Piper, did further in like manner make oath that he is the President and agent or attorney for said corporation and is duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.



George A. Siebert
Notary Public

commission expires May 2, 1955.

Compared and Mailed Delivered *mb*
to *Mrs. Wright*
Oct 7 1954

LIBER 307 PAGE 14

FILED AND RECORDED SEPTEMBER 3rd 1954 at 10:55 A.M.

This Mortgage, made this thirtieth day of August-----, in the year Nineteen Hundred and fifty four, by and between Noah B. Wright and Beulah F. Wright, husband and wife, of Westernport, Maryland-----

----- hereinafter called Mortgagor^s, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Thirty-eight hundred----- Dollars (\$ 3800.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor^s, dated the 30 day of August-----, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor^s shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 40.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as afore said, and it is agreed that the remaining unpaid principal of the said note or any renewal or the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 30 day of August-----, 1954, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagor^s, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor^s do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain lot of ground in the town of Westernport, Allegany County, Maryland, located on the East side of Vine Street and fronting 52.6 feet thereon, and extending back in an Easterly direction, carrying the same width throughout a distance of 88 feet, and being a portion of lot No. 60 of Hammond's Addition. Being the same property which was conveyed unto the said parties of the first part by deed from Katherine N. Kalbaugh, dated December 15, 1943 and recorded in Liber No. 198 Folio 309 of the land records of Allegany County, Maryland. To which deed a reference is hereby made for a more definite and particular description of the property hereby mortgage.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor^s shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor^s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in
if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.



The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least thirty eight hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:

Charles J. Laughlin

Noah B. Wright

X Noah B. Wright (SEAL)

(SEAL)

X *Beulah F. Wright* (SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 30 day of August, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Noah B. Wright and Beulah F. Wright husband and wife

the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard H. Whitworth



Compared and Made & Delivered
To Geo. H. Toms, Jr.
Sept 7, 1954

FILED AND RECORDED SEPTEMBER 3rd 1954 at 1:05 P.M.
PURCHASE MONEY

This Mortgage, Made this 2ND day of SEPTEMBER in the

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

William E. Toms and Mabel D. Toms, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand & 00/100 - - - - - (\$5000.00) - - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty-three & 05/100 - - - - - (\$53.05) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of LaVale Court known and designated as part of Lot No. 114 and whole Lot No. 115 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 75 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the southerly side of LaVale Court said point being distant North 48 degrees 20 minutes West 325 feet from the intersection of said side of said LaVale Court with the westerly side of Atlantic Avenue, and running then with said LaVale Court, North 48 degrees 20 minutes West 75 feet to the end of the division line between Lots Nos. 115 and 116 in said addition, then with said division line South 41 degrees 40 minutes West 162.5 feet to the northerly side of LaVale Annex, then with said side of LaVale Annex South 48 degrees 20 minutes East 75 feet, and then North 41 degrees 40 minutes East 162.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife,

of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor ~~s~~ covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor ~~s~~ hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor ~~s~~, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor ~~s~~ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor ~~s~~ hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor ~~s~~, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor ~~s~~, their representatives, heirs or assigns.

And the said mortgagor ~~s~~, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand & 00/100 - - - - - (\$5000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor ~~s~~, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor ~~s~~, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor ~~s~~ to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor ~~s~~ to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest

hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

George W. Legge

William E. Toms (SEAL)
William E. Toms

Mabel D. Toms (SEAL)
Mabel D. Toms

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 2ND day of SEPTEMBER

in the year nineteen hundred and ~~forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

William E. Toms and Mabel D. Toms, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

This Hartmann.

(20) Nineteen Hundred and ... by and between ...

AND WHEREAS it is agreed that the Mortgagee shall pay in reduction of the said debt a sum of money to be applied to the payment of the full amount due thereon the sum of at least \$100.00 each month. The said monthly payments to be applied first, to the payment of interest, and

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid to the said Mortgagor, do hereby bargain and sell, release, convey and confirm unto the said Grantee, his successors and assigns, the following property, to wit:

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible,

THE MORTGAGEE shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof, which might hereafter be executed and in the meantime shall perform all the covenants herein on the first part to be performed, then this mortgage shall be void.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in a newspaper published in
if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence

herely secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

[Signature]

William E. Toms (SEAL)
William E. Toms

Mabel D. Toms (SEAL)
Mabel D. Toms

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 2ND day of SEPTEMBER
in the year nineteen hundred and ~~Forty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

William E. Toms and Mabel D. Toms, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

[Signature]
Notary Public

FILED AND RECORDED SEPTEMBER 30 1954 10:50 A.M.

This Mortgage, made this First day of September, in the year Nineteen Hundred and Fifty Four, by and between Bernard Michael, single, of the County of Allegany, State of Maryland, hereinafter called Mortgagor, which

expression shall include his heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, party of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of Three Thousand Dollars (\$3600.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor dated the 1st day of September, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$100.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the first day of September, 1954, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagor, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All those two certain lots of ground in the town of Westernport, Allegany County, Maryland, in the vicinity of Wood Street, Extended, and in Morrison's Third Addition to Westernport, known as lots numbers twenty and twenty one in said Addition. Each of the said lots containing one-fourth of an acre, more or less, and being the same property which was conveyed unto the said Bernard Michael by deed from Garland L. Groves et ux, dated October 9th, 1942 and of record among the land records of Allegany County, Maryland in Liber No. 194 Folio 446. To which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenants to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence

of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least thirty six hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESSES the hand and seal of said Mortgagor

Charles J. Laughlin

x *Bernard Michael* (SEAL)
Bernard Michael,
single

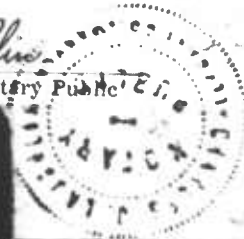
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 1st. day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Bernard Michael, single

the within named Mortgagor, and acknowledged the foregoing mortgage to be his act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Charles J. Laughlin
Notary Public



Copy of this mortgage delivered to Mr. Morgan by Clerk of Court

FILED AND RECORDED SEPTEMBER 3rd 1954 at 2:45 P.M.

This Mortgage, Made this 2nd day of

September in the year nineteen hundred and fifty-four, by and between

James E. Yarnall and Josephine C. Yarnall, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

James E. Yarnall and Josephine C. Yarnall, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Seven Thousand (\$7,000.00) - - - - - Dollars,

payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James E. Yarnall and Josephine C. Yarnall, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parts of lots or parcels of land, the same being 17 feet of Lot No. 31 and all of Lot No. 35, as shown on the amended plat of the Bedford Realty Company's Bedford Road Addition to Cumberland, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same on the Southerly side of Regina Avenue at a point distant South 49 degrees East 277 feet from the intersection of the Southerly side of Regina Avenue with the Southeasterly side of Bedford Road, and running thence with the Southerly side of Regina Avenue, South 49 degrees East 42 feet; thence South 41 degrees West 132.5 feet to an alley as shown on said amended plat, thence with said alley, North 50 degrees 20 minutes West 42 feet; thence North 41 degrees East 133 feet, more or less, to the place of beginning.

It being the same property which was conveyed unto the said Mortgagee by George O. Thrush and wife, by deed dated the 1st day of ~~August~~, 1954, and to be duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seven Thousand (\$7,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least forty six hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums thereon when due.

WITNES the hand and seal of said Mortgagor

Charles J. Laughlin

Bernard Michael
Bernard Michael, single

(SEAL)

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 1st day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Bernard Michael, single the within named Mortgagor, and acknowledged the foregoing mortgage to be his

act and deed. And at the same time, before me, also personally appeared George L. Mitroff President of The Citizens National Bank of Westport, Maryland, the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fides thereon set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Charles J. Laughlin
Notary Public



Compared and Mailed Delivered *ms*
To *Wm. City*
Oct 7 19 *54*

FILED AND RECORDED SEPTEMBER 3rd 1954 at 2:45 P.M.

This Mortgage, Made this 1st day of

in the year nineteen hundred and fifty-four, by and between

James E. Yarnall and Josephine C. Yarnall, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

James E. Yarnall and Josephine C. Yarnall, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Seven Thousand (\$7,000.00) Dollars,

payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James E. Yarnall and Josephine C. Yarnall, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parts of lots or parcels of land, the same being 17 feet of Lot No. 31 and all of Lot No. 35, as shown on the amended plat of the Bedford Realty Company's Bedford Road Addition to Cumberland, Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same on the Southerly side of Regina Avenue at a point distant South 49 degrees East 277 feet from the intersection of the Southerly side of Regina Avenue with the Southeasterly side of Bedford Road, and running thence with the Southerly side of Regina Avenue, South 49 degrees East 42 feet; thence South 41 degrees West 132.5 feet to an alley as shown on said amended plat, thence with said alley, North 50 degrees 20 minutes West 42 feet; thence North 41 degrees East 133 feet, more or less, to the place of beginning.

It being the same property which was conveyed unto the said Mortgagee by George O. Thrush and wife, by deed dated the 1st day of August, 1954, and to be duly recorded among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seven Thousand (\$7,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seven Thousand (\$7,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James E. Yarnall (SEAL)
James E. Yarnall

Josephine C. Yarnall (SEAL)
Josephine C. Yarnall

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2nd day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

James E. Yarnall and Josephine C. Yarnall, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my notarial seal the day and year



James M. Ashley
Notary Public

FILED AND RECORDED SEPTEMBER 3rd 1954 at 2:45 P.M.**This Mortgage,** Made this 2nd day of

SEPTEMBER, in the year nineteen hundred and fifty-four, by and between

Perry A. Ritchie and Catherine I. Ritchie, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Perry A. Ritchie and Catherine I. Ritchie, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Nine Thousand (\$9,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Perry A. Ritchie and Catherine I. Ritchie, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground lying and being situated
in Election District No. 16 in Allegany County, Maryland, and located
on the Northerly side of the Uhl Highway a short distance West of the
Subway which runs under the Western Maryland Railroad tracks, which
property is more particularly described as follows, to-wit:

BEGINNING for the same on the Northerly side of the Uhl Highway at
a point where the division line between the properties of Earl Irons
and Perry A. Ritchie, et ux, intersects the same and running thence
with said side of said Uhl Highway, South 66 degrees 7 minutes East
118 feet to the State of Maryland Right-of-Way, thence with said State
of Maryland Right-of-Way, North 88 degrees 50 minutes East 150 feet,
South 72 degrees 20 minutes East 182 feet to the Southerly limits of
the Right-of-Way of the Western Maryland Railroad, thence with said
side of said Right-of-Way limits, North 61 degrees 55 minutes West 89
feet, thence North 62 degrees West 413 feet to the aforementioned
division line between the said Earl Irons property and the said Perry
A. Ritchie, et ux, property, thence with said division line, South 37
degrees 30 minutes West 95 feet to the place of beginning.

Excepting, however, two small strips or parcels of land conveyed by
the said Perry A. Ritchie, et al, to the State of Maryland in connection
with the road re-location and conveyed by two deeds, both dated
December 14, 1932, and recorded in Liber No. 168, folio 611, and Liber
No. 168, folio 612 of the Land Records of Allegany County.



It being part of the same property which was conveyed unto the said Mortgagors by Donald O. Middleton, bachelor, and others, by deed dated June 30, 1929, and recorded in Liber No. 160, folio 664, of the Land Records of Allegany County.

This Loan is additionally secured by a Chattel Mortgage bearing even date herewith by and between the same parties hereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever. (

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Nine Thousand (\$9,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this Mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Nine Thousand (\$9,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and

to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Perry A. Ritchie (SEAL)
Perry A. Ritchie

Thomas L. Keach
Catherine I. Ritchie (SEAL)
Catherine I. Ritchie

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2nd day of SEPTEMBER, in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Perry A. Ritchie and Catherine I. Ritchie, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



George A. Shivers
Notary Public

For value received, The Liberty Trust Company of the United States of America, hereby releases the within and foregoing mortgage.
Witness the signature of said The Liberty Trust Company of the United States of America, by its Vice President and its Corporate and duly attested by its Chief Secretary, this 15th day of November, 1954.
(Corporate Seal)
attest: Hugh D. Shivers
Chief Secretary 12-16-54
The Liberty Trust Company
Baltimore, Maryland
Thomas L. Keach
Vice President

FILED AND RECORDED SEPTEMBER 7th 1954 at 9:30 A.M.

PURCHASE MONEY

This Mortgage, Made this 1st day of September

in the year Nineteen Hundred and Fifty-four, by and between
Leo Isner and Margaret V. Isner, his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and C. Glenn Watson, widower,

of _____ Allegany County, in the State of Maryland
 part of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Three Thousand One Hundred Sixty-three and 9/100 Dollars, and which said principal sum or any balance thereof shall bear interest at the rate of six per cent per annum, and which said principal sum and interest shall be repaid in equal monthly installments of Forty Dollars, and out of which said payments first shall be computed and paid the interest; the balance of said payments to be applied to the reduction of said principal sum; the first of which said payments shall become due and payable one month from the date hereof, and monthly thereafter on the same day of each succeeding month until fully paid; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said
 Leo Isner and Margaret V. Isner, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
 C. Glenn Watson, widower, his

heirs and assigns, the following property, to-wit:

All that lot, piece, or parcel of land lying and being six or seven miles northeast of Cumberland, in Allegany County, Maryland, on the north side of a road leading from the Bedford Road to Bottie Run, being described as follows, to-wit:

BEGINNING for said parcel of land at an iron peg standing on the northwest bank of said road, at the end of 10.5 perches on the fourth and last line of the whole lot, known as the "Parsonage Lot", and also at the end of a reference line drawn from the southeast foundation corner of the Elliott Memorial Methodist Church, North 68 degrees 45 minutes East 86.8 feet; and running thence with the remainder of the fourth and last line of the aforesaid Parsonage Lot, North 38 degrees East 15 perches; thence with the first and part of the second lines of the whole Parsonage Lot, North 53 degrees 45 minutes West 30 perches, South 38 degrees West 14.5 perches and 3 links to a stake in a stone pile, and witnessed by trees bearing 3 notches each; thence across the whole lot, South 53 degrees 45 minutes East 30 perches to the place of beginning, containing 2.75 acres, more or less.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Mary A. Sisk and Irvin E. Sisk, her husband; and Robert A. Sisk and Estella M. Sisk, his wife, and the said Leo Isner and Margaret V. Isner, his wife; and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with recordation of this mortgage among the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Leo Isner and Margaret V. Isner, his wife,

their heirs, executors, administrators or assigns, do and shall pay to the said

C. Glenn Watson, widower, his

executors, administrator or assigns, the aforesaid sum of

- - Three Thousand One Hundred Sixty-three and 9/100 Dollars, - - -

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Leo Isner and Margaret V. Isner, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Leo Isner and Margaret V. Isner, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

C. Glenn Watson, widower, his

heirs, executors, administrators and assigns, or Earl E. Manges, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in St. Mary's County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

Leo Isner and Margaret V. Isner, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Leo Isner and Margaret V. Isner, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

- - Three Thousand One Hundred Sixty-three and 9/100 Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his ~~XXXXXXXXXX~~ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors:

Attest:

Earl E. Manges

Earl E. Manges

Leo Isner

Margaret V. Isner

Margaret V. Isner

[SEAL]

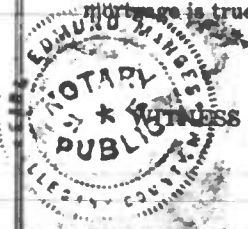
[SEAL]

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of September
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Leo Isner and Margaret V. Isner, his wife,
and each acknowledged the foregoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared
C. Glenn Watson, widower,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl Edmund Wright
Notary Public

*Countered and Mailed 12th Sept 1954
To: Mr. & Mrs. Wright
347*

FILED AND RECORDED SEPTEMBER 7th 1954 at 10:20 A.M.

PURCHASE MONEY

This Mortgage, made this third day of September-----, in the
year Nineteen Hundred and fifty four, by and between Charles R. Sliger and Mary K.
Sliger, husband and wife, -----

of Allegany County, Maryland----- hereinafter called Mortgagor s, which
expression shall include their heirs, personal representatives, successors and assigns where
the context so admits or requires, of Allegany County, State of Maryland, part of the first part
and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation,
organized under the National Banking Laws of the United States, hereinafter called Mortgagee,
which expression shall include its successors and assigns, of Allegany County, State of Maryland,
party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in
the principal sum of fifty seven hundred and fifty ----- Dollars (\$ 5750.00),
with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until
paid, principal and interest being payable at the office of The Citizens National Bank, in Western-
port, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor s,

dated the 3d. day of September, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland, and the proceeds of said note is to be applied on the purchase price of the herein mortgaged land.

AND WHEREAS, it is agreed that the Mortgagor shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 60.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 3d.-- day of September 1964. ~~notwithstanding~~ notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain lot of ground in the town of Westernport, Allegany County, Maryland, known and numbered on the plat of Hammond's Addition to Westernport, as recorded in Liber No. 25 of the land records of Allegany County, Maryland, as lot No. one hundred and fifteen (115), the same fronting fifty feet on the West side of Hammond Street, and being the same property which was conveyed unto the said parties of the first part herein by deed from Katherine Rowe, dated September 2, 1954, which deed is to be recorded among the land records of Allegany County, Maryland, prior to the recording of this mortgage.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1946 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof, which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland. If not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least ~~fifty seven hundred and fifty~~ fifty seven hundred and fifty dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attorn:
Charles J. Laughlin

x *Charles R. Sliger* (SEAL)
Charles R. Sliger

x *Mary H. Sliger* (SEAL)
Mary H. Sliger

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 3d. day of September-----, in the year 19 54, before me, the subscriber, a Notary Public----- of the State of Maryland, in and for said County, personally appeared, Charles R. Sliger and Mary K. Sliger,
~~husband and wife-----~~
 the within named Mortgagors, and acknowledged the foregoing mortgage to be their voluntary act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth,
~~the~~ President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the president of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard B. Whitworth
 Notary Public



FILED AND RECORDED SEPTEMBER 7th 1954 at 10:20 A.M.

This Mortgage, made this Third day of September-----, in the year Nineteen Hundred and fifty four, by and between Lloyd L. Welsh and Anna E. Welsh, husband and wife, -----

of Westernport, Allegany County, Maryland hereinafter called Mortgagor, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1st of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of two thousand ----- Dollars (\$2000.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor, dated the 3d. day of September-----, 19 54, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 20.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of

the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 3d. day of September, 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagor or its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain lot of ground in the town of Westport in Allegany County, State of Maryland, situated on the North side of River Road or Church Street, fronting thereon a distance of 23 feet and extending back, the same width throughout a distance of 210 feet, and being the same property which was conveyed unto the parties of the first part herein by deed from Horace P. Whitworth, Trustee, dated June 3, 1947 and of record among the land records of Allegany County, Maryland in Liber No. 215 Folio 349.



To which deed so recorded a reference is hereby specially made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least two thousand

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:

Charles J. Laughlin

Lloyd L. Welsh (SEAL)
Lloyd L. Welsh

Anna E. Welsh (SEAL)
Anna E. Welsh

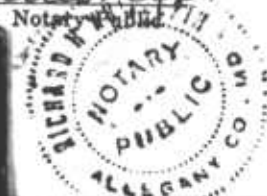
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 3d. day of September, 1964, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Lloyd L. Welsh and Anna E. Welsh, his wife,

the within named Mortgagor, and acknowledged the foregoing mortgage to be their voluntary act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth, the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the president of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard P. Whitworth



FILED AND RECORDED SEPTEMBER 7th 1954 at 10:30 A.M.

This Mortgage, Made this 4th day of September in the year Nineteen Hundred and Fifty Four, by and between

JOHN LEO DELANEY and MARGARET J. DELANEY, his wife,

of Allegany County, in the State of Maryland,
part 1st of the first part, and

IRVIN W. ENGLE

of Allegany County, in the State of Maryland
party 2nd of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Eight Thousand Dollars, (\$8,000.00), which said sum the parties of the first part promise to pay unto the party of the second part, with interest thereon at the rate of Six Per Centum (6%) Per Annum, in monthly installments of not less than Sixty-Five Dollars, (\$65.00), which includes the interest, adjustments to be made semi-annually on said indebtedness; the first payment to be made on October 1, 1954, and on the 1st day of each and every month thereafter until the full sum of Eight Thousand Dollars, (\$8,000.00), and interest has been paid and satisfied.

The sum hereby secured being in part purchase money for the hereinafter described property, and is, therefore, a Purchase Money Mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said _____

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, his

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated on the southerly side of Bowers Street (formerly known as Main Street) in the Town of Frostburg, known and distinguished as Lot No. 6 of Block No. 25 of Beall's First Addition to the Town of Frostburg, a plat of which Addition is of record in Liber No. 30, folio 710 among the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same on the said side of Bowers Street at a point where the same is intersected by the dividing line between Lots No. 5 and 6 of said Block No. 25 of said Addition, and running thence with the said side of said street South thirty-six degrees West fifty feet to the dividing line between Lots No. 6 and 7 of said Block, thence leaving said street and with the said dividing line South fifty-four degrees East one hundred fifty feet to an alley; thence with said alley, North thirty-six degrees East fifty feet to the aforesaid dividing line between Lots No. 5 and 6 of said Block, thence with said dividing line North fifty-four degrees West one hundred fifty feet to the place of beginning.

IT BEING the same property which was conveyed unto the said John Leo Delaney and Margaret J. Delaney, his wife, by James Howard Fuller, by deed dated the 4th day of September, 1954, and duly recorded among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part,

their heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his heirs,

executors, administrator or assigns, the aforesaid sum of _____

-----Eight Thousand Dollars, (\$8,000.00),-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

party of the second part, his

heirs, executors, administrators and assigns, or Edward J. Ryan
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagee or his heirs or
assigns, the improvements on the hereby mortgaged land to the amount of at least
-----Eight Thousand Dollars, (\$8,000.00),-----
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to insure to the benefit of the mortgagee, his heirs or assigns, to the extent
of their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Edw. J. Ryan

John Leo Delaney [SEAL]
JOHN LEO DELANEY [SEAL]

Margaret J. Delaney [SEAL]
MARGARET J. DELANEY

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 4th day of September,
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
JOHN LEO DELANEY and MARGARET J. DELANEY, his wife,
and each acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also, personally appeared

IRVIN W. ENGLE

the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Edw. J. Ryan
Notary Public.



FILED AND RECORDED SEPTEMBER 7th 1954 at 11:40 A.M.**This Mortgage,** Made this 7th day of Septemberin the year Nineteen Hundred and Fifty -four, by and between

George A. Flynn and Beatrice L. Flynn, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

Charles W. Yergan and Grace S. Yergan, his wife,

of Allegany County, in the State of Maryland

parties of the second part, WITNESSETH:

WHEREAS, the said parties of the first part stand indebted unto the said parties of the second part in the just and full sum of SEVENTY FIVE HUNDRED DOLLARS (\$7,500.00), as is evidenced by their joint and several promissory note of even date herewith for said sum of money, payable one year after date with interest from date at the rate of five (5%) per cent per annum, to be computed on quarterly balances; and during the continuance of this indebtedness, said parties of the first part are to pay not less than Eighty Dollars (\$80.00) per month, the first of said payments to be made one month after date and thereafter each and every month on the same date, until said principal amount with the interest thereon are fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground situate, lying and being on the Northeasterly side of Decatur Street, Cumberland, Allegany County, Maryland, known and designated as Lot No. 18, in Smith's Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same at a point on the Northeasterly side of Decatur Street, at the Southwest corner of Lot No. 17, in Smith's Addition, and running thence with Decatur Street, South 48 $\frac{1}{2}$ degrees East 28 feet to the property now

owned by Deibert and Diehl, Inc., then with it North 41½ degrees East 98 feet to the land now owned by Leone M. White, then with said land, North 48½ degrees West 28 feet to said Lot No. 17, and with it by a straight line to the place of beginning.

Excepting however, from the operation of this conveyance, the easement of sewer rights granted by Elizabeth S. Pearre, widow, to Leone M. White, by deed dated August 31st, 1946, and recorded among the Land Records of Allegany County, in Liber No. 211, folio 189, and the part of said Lot No. 18, conveyed by the said Elizabeth S. Pearre, widow, to Leone M. White, by deed dated September 22, 1938, and recorded among said Land Records in Liber No. 181, folio 453.

It being the same property conveyed by the said Elizabeth S. Pearre, widow, to the said parties of the first part by deed dated October 15, 1948, and recorded among said Land Records in Liber No. 222, folio 655.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their
heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their
executors, administrators or assigns, the aforesaid sum of

SEVENTY FIVE HUNDRED DOLLARS (\$7,500.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part
may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Morrice Baron
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission

shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said _____ parties of the first part

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-five Hundred Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor:

Attest:

Ans to both:

Morris Baron
Morris Baron

George A. Flynn

Beatrice L. Flynn [SEAL]
Beatrice L. Flynn

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7th day of September
in the year nineteen Hundred and Fifty four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

George A. Flynn and Beatrice L. Flynn, his wife,

and _____ acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared _____

Charles W. Yergan, one of

the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Carlynn G. O'Donnell
Notary Public

Compared and Mailed *MB*
to *Mary* *10* *1954*
Oct 2

LIBER 307 PAGE 38

FILED AND RECORDED SEPTEMBER 7th 1954 at 12:15 P.M.

Purchase Money
This Mortgage, Made this 7th day of September

in the year Nineteen Hundred and Fifty Four, by and between
Irving Scott Athey and Mildred Lee Athey, his wife

of Allegany County, in the State of Maryland
parties of the first part, and Kenneth T. Hager and Margery M. Hager, his
wife,

of Cumberland, Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the
said parties of the second part in the full and just sum of Forty Three
Hundred and sixty six dollars and forty five cents (\$4366.45), being the
unpaid balance of the purchase price of the hereinafter described property
owing unto the parties of the second by the parties of the first part,
which indebtedness is evidenced by the promissory note of the said parties
of the first part of even date herewith for the sum of (4366.45) payable
two years after date, with interest thereon, at the rate of six per centum,
per annum, it being understood that payments of not less than Forty Five
(\$45.00) shall be made each month, on account of principal and interest,
as herein stated, the interest to be computed and deducted from said
payments semi-annually and balance to be credited to principal debt.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said parties of the first part

do hereby give, grant, bargain and sell, convey, release and confirm unto the said parties
of the second part, their

heirs and assigns, the following property, to-wit: All that lot or parcel of ground
situated in Election District No. 29 on the East Side of the Cash
Valley Road at the end of the third line of the Deed from Pearl Florence
Albright to Clarence Earl Evans and Edith Mae Evans, his wife, dated
October , 1945, and recorded or to have been recorded among the
land records of Allegany County, Maryland, and running thence by said
Road, South 33 degrees and 30 minutes West 208.7 feet to a stake; thence
leaving said road, South 50 degrees East 202.5 feet to a stake; thence
North 33 degrees 30 minutes West 244.4 feet to a stake at the beginning

of the third line of the aforementioned deed to Clarence Earl Evans, et ux, thence with said third line, North 60 degrees West 205.9 feet to the place of beginning. Being the same piece and parcel of land which was conveyed unto the said parties of the first part by the parties of the second part herein, by deed of even date herewith and intended to be recorded among the land records of Allegany County, Maryland, simultaneously with this instrument.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part

their heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor, administrator or assigns, the aforesaid sum of Forty Three hundred and sixty six dollars and forty five cents

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the

second part, their

heirs, executors, administrators and assigns, or Estel C. Kelley his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the

first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

(\$4000.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee s their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

Amos J. Carr
Mildred Lee Carr

Irving Scott Athey [SEAL]
Irving Scott Athey
Mildred Lee Athey [SEAL]
Mildred Lee Athey

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 7th day of September

in the year Nineteen Hundred and Fifty Four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Irving Scott Athey and Mildred Lee Athey, his wife

and they each acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared Kenneth T. Hager

and Margery M. Hager, his wife

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

Amos J. Carr
Notary Public.

FILED AND RECORDED SEPTEMBER 7th 1954 at 1:05 P.M.

This Mortgage. Made this 3rd day of September in the year Nineteen Hundred and fifty four by and between

Cecelia E. Ackerson

of Allegany County, in the State of Maryland, part Y of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Three Thousand Eight Hundred (\$3800.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty Nine and 81/100 (\$29.81) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land situated, lying and being on the northeasterly side of Valentine Avenue, in the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to wit:

Beginning for the same at a point on the northeasterly side of Valentine Avenue distant 285.4 feet westerly from the northwesterly intersection of Frederick Street and Valentine Avenue, and running then with the said northeasterly side of Valentine Avenue in a northwesterly direction North 50 degrees 25 minutes West 65 feet, then North 37 degrees 20 minutes East 145 feet, more or less, to a point on the fourth line of the lot conveyed by John A. Morris et ux to Frank B. Valentine by deed dated December 3, 1914, which is recorded in Liber 115, Folio 587, one of the Land Records of Allegany County, Maryland, and running then with said fourth line of the last mentioned deed reversed in a southeasterly direction South 49 degrees 15 minutes East 65 feet, and then South 37 degrees 20 minutes West 145 feet, more or less, to the place of beginning.

Being the same property which was conveyed unto the party of the



first part by deed of Benjamin R. Valentine et ux dated September 25, 1948, which is recorded in Liber 222, Folio 409, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant and covenant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand Eight Hundred (\$3800.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and person-

al representatives, do ~~ss~~ hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

Grace L. Hane Cecelia E. Ackerson (SEAL)
CECELIA E. ACKERSON

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 3rd day of August, SEPTEMBER

in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Cecelia E. Ackerson (widow)

the said mortgagors herein and ans acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness, my hand and Notarial Seal the day and year aforesaid.

Grace L. Hane
Notary Public.

FILED AND RECORDED SEPTEMBER 7th 1954 at 1:15 P.M.

purchase money

This Mortgage, Made this 3rd day of SEPTEMBER in the year Nineteen Hundred and fifty-four by and between

Robert Miller and Mary K. Miller, his wife,

_____ of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighteen Hundred Fifty & 00/100 - - - - (\$1850.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Thirty & 00/100 - - - - (\$30.00) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises; and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of that part of that lot or parcel of ground situate, lying and being on the south side of Mary Street in the City of Cumberland, Allegany County, Maryland, and being part of Lot No. 429, in the Humbird Land and Improvement Company's Addition to Cumberland, a plat of which said addition is recorded in Liber 1, folio 8 one of the Plat Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning on the south side of Mary Street at the intersection thereof with the east side of Ella Avenue, said point being South $8\frac{1}{2}$ degrees East 42 feet from an iron pin in the center of the intersection of said street and avenue, and running then with the said street, South $53\frac{1}{2}$ degrees East $13\frac{1}{2}$ feet to a point where a line drawn perpendicular to said Mary Street will pass thru the partition wall of the double house on this lot, then South $36\frac{1}{2}$ degrees West 150 feet to an alley, then with said alley North $53\frac{1}{2}$ degrees West $13\frac{1}{2}$ feet to said Ella Avenue, and with it North $36\frac{1}{2}$ degrees East 150 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Donald D. Utt and Elizabeth S. Utt, his wife, of even date, which is intended to be recorded among the Land Records of

Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighteen Hundred Fifty & 00/100 - - (\$1850.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all law-

fully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Hamlin

Robert Miller [SEAL]
Robert Miller
Mary K. Miller [SEAL]
Mary K. Miller

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 3rd day of SEPTEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert Miller and Mary K. Miller, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Hamlin
Notary Public.

FILED AND RECORDED SEPTEMBER 7th 1954 at 1:15 P.M.

purchase money
This Mortgage, Made this 3rd day of SEPTEMBER in the
 year Nineteen Hundred and fifty-four by and between
George W. Williams and Martha J. Williams, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand & 00/100 - - - - - (\$5000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-three & 30/100 - - (\$33.30) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those two lots or parcels of ground situated on Johnson Heights, in Cumberland, Allegany County, Maryland, known as part of Lot No. 16 and whole Lot No. 17 of Block No. 21 as shown on a revised plat of Johnson Heights Addition, dated April, 1936, and recorded on May 28, 1936, among the Plat Records of Allegany County, Maryland, in Liber 1, folio 43, and the property hereby conveyed being described as follows, to-wit:

Beginning for the same at a point along the westerly side of Brookfield Avenue, said point of beginning being distant 87.5 feet measured in a southerly direction along the westerly side of said Brookfield Avenue from its intersection with the southerly side of Arundel Street, and running then with the westerly side of Brookfield Avenue South 2 degrees 51 minutes West 52.5 feet; then at right angles to Brookfield Avenue North 87 degrees 09 minutes West 125 feet to the easterly side of a 15 foot alley, and with it North 2 degrees 51 minutes East 52.5 feet to intersect a line drawn North 87 degrees 09 minutes West from the place of beginning; and then reversing said intersecting line, South 87 degrees 09 minutes East 125 feet to the

place of beginning. All courses refer to the true meridian.

Being the same property which was conveyed unto the parties of the first part by deed of Charles W. Redinger and Hazel E. Redinger, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand & 00/100 - - - - (\$5000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness

hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Williams
George W. Williams

Martha J. Williams [SEAL]
Martha J. Williams [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify. That on this 3rd day of SEPTEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

George W. Williams and Martha J. Williams, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED SEPTEMBER 8th 1954 at 2:30 P.M.

This Mortgage, Made this 8th day of

September in the year nineteen hundred and fifty-four, by and between

Jennings W. Beery and Helen W. Beery, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Jennings W. Beery and Helen W. Beery, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of
Two Thousand (\$2,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Jennings W. Beery and Helen W. Beery, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated in Cumberland, Allegany
County, State of Maryland, known as Lot No. 207, of The Cumberland
Improvement and Investment Company's Southern Addition to said City,
and which said lot is more particularly described as follows:

BEGINNING on the East side of Arch Street, at the end of the first
line of Lot No. 206, and running thence with Arch Street, South 18
degrees 34 minutes West 40 feet, then South 71 degrees 26 minutes East
100 feet to the West side of Hattie Alley, then with said Alley, North
18 degrees 34 minutes East 40 feet to the end of the second line of
Lot No. 206, and with said line reversed, North 71 degrees 26 minutes
West 100 feet to the beginning.

It being the same property which was conveyed to the Mortgagors by
John E. Beery and Clara H. Beery, his wife, by deed dated July 14,
1947, and recorded in Liber 216, folio 315, one of the Land Records of
Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Two Thousand (\$2,000.00) - - - - - Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
future advances made at the Mortgagee's option, prior to the full pay-
ment of the mortgage debt, but not to exceed in the aggregate the sum
of Five Hundred (\$500.00) Dollars, nor to be made in an amount which
would make the mortgage debt exceed the original amount hereof, pro-
vided the full amount of any such advance is used for paying the cost
of any repair, alterations or improvements to the mortgaged property as
provided by Chapter 923 of the Laws of Maryland passed at the January

session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Jennings W. Beery (SEAL)
Jennings W. Beery

Thomas L. Keesh

Helen W. Beery (SEAL)
Helen W. Beery

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 8th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Jennings W. Beery and Helen W. Beery, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



George A. Siebert
Notary Public

*Inspected and Mailed 11/13/54
Notary City
Oct 7*

FILED AND RECORDED SEPTEMBER 8th 1954 at 9:20 A.M.

This Mortgage, made this *Second* day of *September*, in the
year Nineteen Hundred and fifty-four, by and between
Golden C. Barger and Patricia Ann Barger, his wife,

hereinafter called Mortgagor &, which
expression shall include their heirs, personal representatives, successors and assigns where
the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and
Theodore L. Stegmaier and Margaret E. Stegmaier, his wife,

hereinafter called Mortgagee &, which expression shall include their heirs, personal represen-
tatives, successors and assigns, where the context so requires or admits, of Allegany County, State of
Maryland, parties of the second part, witnesseth:

WHEREAS, The said Golden C. Barger and Patricia Ann Barger, his
wife, stand indebted unto the said Mortgagees in the just and full sum
of Two Thousand (\$2,000.00) Dollars, payable one year after date with
interest from date at the rate of Five (5%) per centum per annum pay-
able quarterly as it accrues on March 31, June 30, September 30, and
December 31 of each year, the first pro-rata quarterly interest here-
under to be payable on September 30, 1954.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY
FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A
PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises
and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give,
grant, convey, release and confirm unto the said Mortgagees the following property, to-wit:

All of that piece or parcel of land lying and situate two and
one-half miles East of Cumberland, on the South side of the Williams Road,
near the intersection of the Christie Road in Election District No. 22,
Allegany County, State of Maryland, and more particularly described as
follows, to-wit:

BEGINNING for the same at an iron pin in a driveway, same being
at the end of a line drawn South 83½ degrees East 34.5 feet from the
Southeast corner of Harry Devore's dwelling and running with the limits
of Williams Road, South 24½ degrees East 72.5 feet to a point 13 feet
distant on the Fifth line of the original. Then with the remainder of
said Fifth line, South 68 degrees 12 minutes West 465.8 feet to two
small white oaks, North 35 degrees 29 minutes West 71.8 feet to a stake,
North 71 degrees 50 minutes East 284.5 feet to a pin, it being the end
of the Seventh line of the original, then with the division line of
Harry Devore's property, North 61½ degrees East 194 feet to the place
of beginning, containing 7/10 of an acre, more or less. Magnetic
Bearings as of April 10, 1954. Measurements Horizontal.

It being the same property which was conveyed unto the said
Mortgagors by Theodore L. Stegmaier and wife, by deed dated the 2nd day

of ~~August~~, 1954, and to be duly filed for record among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee s the aforesaid

Two Thousand (\$2,000.00) Dollars - - - - -

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee s or George R. Hughes, their - - - - - duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland - - - - - if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee s, the improvements on the hereby mortgaged land to an amount of at least - - - - - Two Thousand (\$2,000.00) - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee s to the extent of their - - - - - lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee s; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

Attest:

[Signature]

[Signature] (SEAL)
Golden C. Barger
[Signature] (SEAL)
Patricia Ann Barger
(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 2nd day of August September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Golden C. Barger and Patricia Ann Barger, his wife, - - - - -

the within named Mortgagor s, and acknowledged the foregoing mortgage to be their - - - - - And at the same time, before me, also personally appeared Theodore L. Stegmaier and Margaret E. Stegmaier, his wife - - - - -

- - - - - the within named Mortgagee s, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

[Signature]
Notary Public

CUMBERLAND, MARYLAND
August 1954

FOR VALUE RECEIVED, we the undersigned, hereby assign the within and foregoing Mortgage unto The Liberty Trust Company, Cumberland, Maryland, and guarantee the payment thereof in strict accordance with the terms and conditions above set forth.

WITNESS our hands and seals the day and year above written.

ATTEST:

[Signature]

Theodore L. Stegmaier (SEAL)
Theodore L. Stegmaier

Margaret E. Stegmaier (SEAL)
Margaret E. Stegmaier

FILED AND RECORDED SEPTEMBER 8th 1954 at 9:00 A.M.

This Mortgage, Made this 7th day of
September in the year nineteen hundred and fifty-four, by and between

Arthur N. Elkins and Alice R. Elkins, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Arthur N. Elkins and Alice R. Elkins, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Thirteen Hundred Fifty (\$1350.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Arthur N. Elkins and Alice R. Elkins, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and being in Allegany

County, State of Maryland, and more particularly described as Lot No. 474 of Section "A", Amended Plat No. 2, Plat Case No. 98, of the Land Records of Allegany County, Maryland, of the Bowman's Cumberland Valley Addition to the City of Cumberland, Allegany County, Maryland, and described as follows:

BEGINNING 40 feet from the intersection of the Northerly side of Lexington Street and the Westerly side of Lake Avenue and with said Lake Avenue, North 22 degrees 10 minutes East 40 feet, North 67 degrees 50 minutes West 150 feet to the Easterly side of an alley, and with it, South 22 degrees 10 minutes West 40 feet to the division line between Lots No. 473 and the property herein conveyed, and with it, South 67 degrees 50 minutes East 150 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by The Cumberland Lumber Company, by deed dated September 8, 1944, and recorded in Liber No. 201, folio 365, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirteen Hundred Fifty (\$1350.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirteen Hundred Fifty (\$1350.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Arthur N. Elkins (SEAL)
Arthur N. Elkins

Thomas L. Keech

Alice R. Elkins (SEAL)
Alice R. Elkins

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Arthur N. Elkins and Alice R. Elkins, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Geo. Asielev
Notary Public



Computed and Mailed Delivered and
To Mt. Zion, Cely
Oct 7, 1954

FILED AND RECORDED SEPTEMBER 8th 1954 at 9:00 A.M.

This Mortgage, Made this 7th day of
September In the year nineteen hundred and fifty-four . by and between

Clifford O. Albright and Martha A. Albright, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Clifford O. Albright and Martha A. Albright, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Thirty-Nine Hundred (\$3900.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five & One-Half per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Clifford O. Albright and Martha A. Albright, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Westerly side of the State Road in the Village of Ellerslie, Allegany County, Maryland, particularly described as follows, to-wit:

BEGINNING for the same on the Westerly side of the State Road at the end of 89.7 feet measured in a Southerly direction along the Westerly side of said State Road from the Easterly point of the triangular spire of the stone monument at the intersection of the Westerly side of said road with the Mason and Dixon line, and running thence with the Westerly side of said State Road, South 3 degrees and 4 minutes West 116.2 feet to a point in a locust tree at the intersection of the Westerly side of said State Road with the Northerly side of a private alley 15 feet wide, thence with the Northerly side of said alley, North 85 degrees and 42 minutes West 150 feet to a stake, then North 3 degrees and 4 minutes East 116.2 feet, then South 85 degrees and 42 minutes East 150 feet to the place of beginning.

It being the same property described in a deed from Samuel H. Albright and wife to Clifford O. Albright dated May 20, 1925, and recorded among the Land Records of Allegany County in Liber No. 153, folio 14.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-Nine Hundred (\$3900.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full pay-

ment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1949 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirty-Nine Hundred (\$3900.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Burgess Smith

Clifford O. Albright (SEAL)
Clifford O. Albright

Martha A. Albright (SEAL)
Martha A. Albright

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Clifford O. Albright and Martha A. Albright, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Dorley
Notary Public

FILED AND RECORDED SEPTEMBER 8th 1954 at 9:00 A.M.

This Mortgage, Made this 7th day of

September in the year nineteen hundred and fifty-four, by and between

Elonza H. Hare and Evelyn L. Hare, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Elonza H. Hare and Evelyn L. Hare, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Six Thousand (\$6,000.00) Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Elonza H. Hare and Evelyn L. Hare, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All the following two described lots and parcels of land situated on Ridgedale Avenue, in the City of Cumberland, Maryland, and known as Lots Nos. 47 and 48 of Block No. 18 of The Cumberland Development Company's Ridgedale Addition to the City of Cumberland, which are more particularly described as follows, to-wit:

LOT NO. 47: BEGINNING for the same at a point on the Northerly side of Ridgedale Avenue at the end of the first line of Lot No. 46 and running thence with the North side of Ridgedale Avenue, North 42 degrees 58 minutes East 25 feet, thence at right angles to said Ridgedale Avenue, North 47 degrees 2 minutes West 93.3 feet to the Southerly side of Greene Street, thence with the Southerly side thereof, South 42 degrees 58 minutes West 25 feet to the end of the second line of Lot No. 46, thence reversing said second line, South 47 degrees 2 minutes East 93.3 feet to the place of beginning.

LOT NO. 48: BEGINNING for the same at a point on the Northerly side of Ridgedale Avenue at the end of the first line of Lot No. 47 and running thence with the North side of Ridgedale Avenue, North 42 degrees 58 minutes East 25 feet, thence at right angles to said Ridgedale Avenue, North 47 degrees 2 minutes West 93.3 feet to the Southerly side of Greene Street, thence with the Southerly side thereof, South 42 degrees 58 minutes West 25 feet to the end of the second line of Lot No. 47, thence reversing said second line, South 47 degrees 2 minutes East 93.3 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Harry I. Alexander, divorced, and Mary Eileene Alexander, divorced, by deed dated the 24th day of September, 1952, and recorded in Liber No. 244, folio 475, one of the Land Records of Allegany County

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and

these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or **George R. Hughes**, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Six Thousand (\$6,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Elonza H. Hare (SEAL)
Elonza H. Hare

Thomas L. Keel
Evelyn L. Hare (SEAL)
Evelyn L. Hare

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Elonza H. Hare and Evelyn L. Hare, his wife,
and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit,

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



James M. Dorley
Notary Public

FILED AND RECORDED SEPTEMBER 8th 1954 at 9:00 A.M.

This Mortgage, Made this 2nd day of
September in the year nineteen hundred and fifty-four, by and between

Wesley H. Abrams and Elizabeth M. Abrams, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Wesley H. Abrams and Elizabeth M. Abrams, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Seventeen Hundred Fifty (\$1750.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Wesley H. Abrams and Elizabeth M. Abrams, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of ground lying in the City of Cumber-
land, County of Allegany, State of Maryland, and designated as Lot
No. 1 on a certain plat of Sub-division of Property of Herman DuBrau,
deposited among the Land Records of Allegany County, in Plat Case Box
38 and more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of said
Piedmont Avenue, distant 100 feet measured in a Northeasterly direc-
tion along the Westerly side of said Piedmont Avenue, from an iron
pipe at the end of the first line of a parcel of ground conveyed by
W. K. Cowden, Trustee, to Charles B. McElfish, by deed dated April
12, 1913, and recorded in Liber 112, folio 217, one of the Land Re-
cords of said Allegany County, and running thence with the Westerly
side of said Piedmont Avenue, North 71 degrees 49 minutes East 54.53
feet to intersect a line drawn North 36 degrees 8 minutes West from
an iron pipe planted on the center line of said Piedmont Avenue at
the turn in said Avenue, near its junction with Columbia Avenue,
thence North 36 degrees 8 minutes West 111.72 feet to the Southerly
side of a drive 20 feet wide, as laid off through the property of the
said Herman DuBrau, thence with the Southerly side of said drive,
South 53 degrees 52 minutes West 4.88 feet, South 81 degrees 18 min-
utes West 64.34 feet, South 86 degrees 19 minutes West 63.14 feet to
the boundary line of said DuBrau property, thence with said boundary
line, South 57 degrees 58 minutes East 170.74 feet to the place of
beginning. All Bearings refer to the True Meridian.

it being the same property which was conveyed unto the said Mortgagors by Gertrude DuBrau Kogler, et vir, by deed dated September 4, 1936, and recorded in Liber 175, folio 568, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seventeen Hundred Fifty (\$1750) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seventeen Hundred Fifty (\$1750.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind

the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

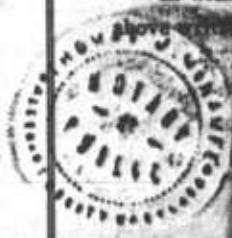
Wesley H. Abrams (SEAL)
Wesley H. Abrams
Elizabeth M. Abrams (SEAL)
Elizabeth M. Abrams

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 3rd day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Wesley H. Abrams and Elizabeth M. Abrams, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Charles A. Piper
Notary Public

Compared and Mailed Delivered
To Maryland City
Oct 7 1954

FILED AND RECORDED SEPTEMBER 8th 1954 at 9:00 A.M.

This Mortgage, Made this 7th day of September in the year nineteen hundred and fifty-four, by and between

Delphia Ray Auvil and Rita Roberta Auvil, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Delphia Ray Auvil and Rita Roberta Auvil, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of



Two Thousand (\$2,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Delphia Ray Auvil and Rita Roberta Auvil, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All the following described parcel of land situate in the City of
Cumberland, Allegany County, Maryland, described as follows:

BEGINNING for the same at a point on the Easterly side of Wilmont
Avenue at the end of 20 feet on the second line of the whole lot of
which this is a part, said whole lot having been conveyed by Christo-
pher Nutt, Sr. and wife, to Bernedina Nutt (whose name is now Berne-
dina Goetz), by deed dated September 22, 1878, and recorded in Liber
No. 55, folio 47, one of the Land Records of Allegany County, and run-
ning thence with part of said second line, as corrected by magnetic
variation, North 55 degrees East 60 feet, thence with a line parallel
to Wilmont Avenue, South 36 degrees 30 minutes East 30 feet, thence
with a line parallel to the second line of the whole lot aforesaid,
South 55 degrees West 60 feet to the Easterly side of Wilmont Avenue,
thence with the Easterly side thereof, North 36 degrees 30 minutes
West 30 feet to the place of beginning.

It being the same property which was conveyed unto the said
Mortgagors by the Investors Realty Corporation, by deed dated July 3,
1942, and recorded in Liber No. 193, folio 656, one of the Land Records
of Allegany County, Maryland

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Two Thousand (\$2,000.00) - - - - - Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
future advances made at the Mortgagee's option, prior to the full pay-
ment of the mortgage debt, but not to exceed in the aggregate the sum
of Five Hundred (\$500.00) Dollars, nor to be made in an amount which
would make the mortgage debt exceed the original amount hereof, pro-
vided the full amount of any such advance is used for paying the cost
of any repair, alterations or improvements to the mortgaged property as
provided by Chapter 923 of the Laws of Maryland passed at the January
session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may
retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments
and public liens levied on said property, and on the mortgage debt and interest hereby intended to
be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon,
and all public charges and assessments when legally demandable; and it is further agreed that in

case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Delphia Ray Auvil (SEAL)
Delphia Ray Auvil

Thomas L. Keech

Rita Roberta Auvil (SEAL)
Rita Roberta Auvil

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Delphia Ray Auvil and Rita Roberta Auvil, his wife,
and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Charles A. Piper
Notary Public

Compared and Mailed Delivered
 In *Allegany Co.*
Sept 7

FILED AND RECORDED SEPTEMBER 8th 1954 at 9:00 A.M.

This Mortgage, Made this 3rd day of

September in the year nineteen hundred and fifty-four, by and between

John R. Kelly and Marie Kelly, his wife,
 of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
 expression shall include the plural as well as the singular, and the feminine as well as the masculine,
 as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
 the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
 Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

John R. Kelly and Marie Kelly, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of
 Eleven Hundred (\$1100.00) - - - - - Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from
 date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
 at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
 September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
 payable on September 30, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
 order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
 the interest thereon, the said

John R. Kelly and Marie Kelly, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
 said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground designated by the figure "2" on
 Plat No. 2, filed in No. 7500 Equity, in the Circuit Court for Allegany
 County, and which said lot or parcel of ground is situated on the
 Southerly side of Williams Street at the intersection of the Easterly
 side of Miltenberger Street and more particularly described as follows,
 to-wit:

BEGINNING at a stake planted at the intersection of the Southerly
 side of Williams Street with the Easterly side of Miltenberger Street
 and running thence with the Southerly side of Williams Street, South 81
 degrees 42 minutes East 35 feet to the end of the third line of Lot No.
 1 and then reversing said third line, South 28½ degrees West 119 feet
 7½ inches to the end of the second line of said Lot No. 1, and then with
 said second line, extended Westerly, North 61½ degrees West 32-2/3 feet
 to the Easterly side of said Miltenberger Street and with it, North
 28½ degrees East 108 feet to the beginning.

It being part of the same property which was conveyed unto the
 said Mortgagors by Julia Ann Kelly, widow, by deed dated June 24, 1921,
 and recorded in Liber No. 137, folio 146, one of the Land Records of
 Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eleven Hundred (\$1100.00) - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eleven Hundred (\$1100.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thomas L. KeechJohn R. Kelly (SEAL)
John R. KellyMarie Kelly (SEAL)
Marie Kelly

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 3rd day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

John R. Kelly and Marie Kelly, his wife,
and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Geo. A. Piper
Notary Public

FILED AND RECORDED SEPTEMBER 8th 1954 at 9:20 A.M.

Purchase Money
This Mortgage, Made this 2nd day of September in the year nineteen hundred and fifty-four, by and between

Arthur Bowser and Lucinda Bowser, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Arthur Bowser and Lucinda Bowser, his wife,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
Five Hundred (\$500.00) Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,

September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Arthur Bowser and Lucinda Bowser, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land situated on Moor's Run, near the Town of Barton, in Election District No. 9, Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a stake standing at the beginning of the first line of lot conveyed by Andrew B. Shaw, et ux, to Mary J. Lashbaugh, by deed dated October 9, 1874, and recorded in Liber 44, folio 137, one of the Land Records of Allegany County, Maryland, and running thence South 71 degrees West 100 feet, then North 19 degrees West 100 feet, then North 71 degrees East 100 feet, then South 19 degrees East to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Lloyd B. Shaw and wife, by deed dated the 6th day of August, 1953, and recorded in Liber No. , folio , one of the Land Records of Allegany County.

Subject to the reservation of all Mineral rights and liability for removing the same as set forth and contained in the above deed, special reference to which said deed is hereby made for a complete recital thereof.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Five Hundred (\$500.00) - - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or **George R. Hughes**, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Five Hundred (\$500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James S. M. Elie

Arthur Bowser (SEAL)
Arthur Bowser

Lucinda Bowser (SEAL)
Lucinda Bowser

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 2nd day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Arthur Bowser and Lucinda Bowser, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared **Charles A. Piper**, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said **Charles A. Piper**

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James S. M. Elie



FILED AND RECORDED SEPTEMBER 8th 1954 at 9:30 A.M.

This Mortgage, Made this 1st day of September
in the year Nineteen Hundred and Fifty-four, by and between
Leo Isner and Margaret V. Isner, his wife,

of Allegheny County, in the State of Maryland
parties of the first part, and

Robert A. Sisk,

of Allegheny County, in the State of Maryland
part of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and bona fide indebted unto the Party of the Second Part in the full and just sum of Eight Hundred Thirty-six and 91/100 Dollars, and which said sum shall bear interest at the rate of six per cent per annum and which said principal and interest shall be repaid in equal monthly installments of Fifteen Dollars per month, the first of which said payments shall become due and payable one month from the date hereof and monthly thereafter until fully paid, out of which said payments first shall be paid the interest on said principal sum or any unpaid balance thereof, the balance of said payment to be applied to the reduction of said principal sum; with the right reserved unto the said Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said
Leo Isner and Margaret V. Isner, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

heirs and assigns, the following property, to-wit:

ALL that lot, piece, and parcel of land lying and being six or seven miles northeast of Cumberland, in Allegheny County, Maryland, on the north side of a road leading from the Bedford Road to Bottle Run, being described as follows, to-wit:

BEGINNING for said parcel of land at an iron peg standing on the northwest bank of said Road, at the end of 10.5 perches on the fourth and last line of the whole lot, known as the "Parsonage Lot", and also at the end of a reference line drawn from the southeast foundation corner of the Elliott Memorial Methodist Church, North 68 degrees 45 minutes East 8618 feet; and running thence with the remainder of the fourth and last line of the aforesaid Parsonage

836,915-00-647

Lot, North 38 degrees East 15 perches; thence with the first and part of the second lines of the whole Parsonage Lot, North 53 degrees 45 minutes West 30 perches, South 38 degrees West 14.5 perches and links to a stake in a stone pile, and witnessed by trees bearing notches each; thence across the whole lot, South 53 degrees 45 minutes East 30 perches to the place of beginning, containing 2.75 acres, more or less.

The aforesaid property is the same property being conveyed by deed of even date herewith from Mary A. Sisk and Irvin E. Sisk, her husband; and Robert A. Sisk and Estella M. Sisk, his wife, to Leo Isner and Margaret V. Isner, his wife, and which said deed is to be recorded prior to the recordation of this mortgage, a specific reference to which said deed is hereby made for a full and particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Leo Isner and Margaret V. Isner, his wife,

their heirs, executors, administrators or assigns, do and shall pay to the said

executor, administrator or assigns, the aforesaid sum of _____

- - Eight Hundred Thirty-six and 91/100 Dollars, - - - -

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Leo Isner and Margaret V. Isner, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

Leo Isner and Margaret V. Isner, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

Robert A. Sisk, his

heirs, executors, administrators and assigns, or Karl K. Mangas,

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in _____, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said _____

Leo Isner and Margaret V. Isner, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor Leo Isner and Margaret V. Isner, his wife, their representatives, heirs or assigns.

And the said Leo Isner and Margaret V. Isner, his wife,

_____ further covenant to insure, forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or his
 assigns, the improvements on the hereby mortgaged land to the amount of at least
Eight Hundred Thirty-six and 91/100 Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee, his heirs or assigns, to the extent
 of his ~~their~~ lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

Earl E. Manges Leo Isner [SEAL]
Earl E. Manges Margaret V. Isner [SEAL]
 Leo Isner
 Margaret V. Isner

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 1st day of September
 in the year nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
Leo Isner and Margaret V. Isner, his wife,
 and each acknowledged the foregoing mortgage to be his and her respective
 act and deed; and at the same time before me also personally appeared

the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

Earl E. Manges
 Notary Public.

FILED AND RECORDED SEPTEMBER 8th 1954 at 9:30 A.M.

PURCHASE MONEY

This Mortgage, Made this 7th day of September,
in the year Nineteen Hundred and Fifty-four, by and between

Gordon A. Werner and Alma Werner, his wife,

of Allegheny County, in the State of Maryland
parties of the first part, and

Citizens National Bank, Meyersdale, Pennsylvania, a national
banking corporation, duly incorporated under the laws of the
United States of America,

of _____ County, in the State of Pennsylvania
party of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona
fide indebted unto the party of the second part in the full and
just sum of four thousand eight hundred (\$4,800.00) Dollars, and
which said principal sum shall bear interest at the rate of five
per cent (5%) per annum; and which said principal sum and interest
shall be repaid in one hundred twenty (120) monthly installments
of Fifty Dollars and ninety-two Cents (\$50.92) each; and out of
each of said monthly payments first shall be computed and deducted
the interest upon the principal sum or any unpaid balance thereof,
and the balance of said payment shall be applied to the reduction
of said principal sum, the first of which said monthly payments
shall become due and payable one month from the date hereof; with
the right reserved unto the parties of the first part to prepay any
or all of said principal sum prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said
Gordon A. Werner and Alma Werner, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Citizens National Bank, Meyersdale, Pennsylvania, its
administrators
here and assigns, the following property, to-wit:

All that lot, piece, or parcel of ground situate, lying, and
being in the Village of Corrigansville, in Allegheny County, Mary-
land, and being in Election District No. 20, and which said parcel
of land is more particularly described as follows, to-wit:

BEGINNING for said parcel of land at an iron stake standing on
the northwest side of the state road and also at the beginning of the
adjoining property as conveyed by Olive M. Barnard to Walter Brad-
gan, et ux, by deed dated the 14th day of July, 1942, and recorded
in Liber No. 193, folio 691, one of the Land Records of Allegheny
County, said stake also stands at the beginning of the property
herein described as conveyed by Henry F. Wilson to Elizabeth Marts
by deed dated the 18th day of March, 1916, and recorded in Liber

No. 118, folio 177, one of the Land Records of Allegany County; and running thence, reversing the last line of the last-named deed (Magnetic Bearings as of 1923 and Horizontal Measurements), South 38 degrees 48 minutes West 60 feet to an iron stake; thence leaving the said side of the state road and running with the ancient and established line of fence between the property herein described and the adjoining Harry W. Marts property, North 49 degrees no minutes west 149 feet to the corner fence post standing on the southeast side of an alley; thence with the southeast side of the alley and the line of fence, North 43 degrees 51 minutes East 51.6 feet; and North 38 degrees 40 minutes East 3.9 feet to the corner fence post; thence leaving the said alley and with the ancient and established line of fence (the present fence having been built in 1929) between the property herein described and the adjoining Bradigan property aforementioned, South 50 degrees 47 minutes East 144.2 feet to the beginning.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Walter H. Geiger and Pearl Geiger, his wife, and Gordon A. Werner and Alma Werner, his wife, and which said deed is to be recorded simultaneously with the recordation of this Purchase Money Mortgage among the Land Records of Allegany County, Maryland; a specific reference to said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Gordon A. Werner and Alma Werner, his wife,

their heirs, executors, administrators or assigns, do and shall pay to the said Citizens National Bank, Meyersdale, Pennsylvania, its

ADMINISTRATOR, administrators or assigns, the aforesaid sum of four Thousand Eight Hundred (\$4,800.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Gordon A. Werner and Alma Werner, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

Gordon A. Werner and Alma Werner, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

Citizens National Bank, Meyersdale, Pennsylvania, its

heirs, ~~ADMINISTRATOR~~, administrators and assigns, or Karl M. Mangas, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in ~~Citizens National Bank, Maryland~~ Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said _____

Gordon A. Werner and Alma Werner, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said Gordon A. Werner and Alma Werner, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Eight Hundred (\$4,800.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee its heirs or assigns, to the extent of its ~~XXX~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors:

Attest:

Earl E. Mangels
Earl E. Mangels

Gordon A. Werner [SEAL]
Alma Werner [SEAL]

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 7th day of September, in the year nineteen Hundred and Fifty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Gordon A. Werner and Alma Werner, his wife,

and acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared R. H. Philson, President, Citizens National Bank, Meyersdale, Pennsylvania,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the agent of said corporation and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Earl E. Mangels
Notary Public.

FILED AND RECORDED SEPTEMBER 8th 1954 at 10:00 A.M.

This Mortgage, Made this 20th day of Sept the year
 in the year Nineteen Hundred and fifty, by and between

HELEN L. SOMMERLATT, widow,



of Allegany County, in the State of Maryland,
 party of the first part, and HOMER R. SOMMERLATT AND LILLA V. SOMMERLATT,
 his wife,

of Allegany County County, in the State of Maryland
 parties of the second part, WITNESSETH:

Whereas, the said party of the first part is justly and bona-fidely indebted unto the said parties of the second part in the full sum of One Thousand (\$1,000.00) Dollars heretofore loaned the said party of the first part by the said parties of the second part, the receipt of which is hereby acknowledged, said loan to be repaid, with no interest, at the time the mortgaged property hereinafter described, may be sold by said party of the first part, her heirs, executors, administrators or assigns, or further payable at any time at the option of the said party of the first part.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that piece or parcel of land lying and being on the Westerly side of Monroe Street in the City of Cumberland, known as Lot No. 178 in the Cumberland Improvement Company's Eastern Addition to Cumberland, which lot is more particularly described as follows, to wit:

BEGINNING for the same at a point on the Westerly side of Monroe Street at the end of the first line of Lot No. 177 of aforesaid Eastern Addition to Cumberland, Maryland, and running thence with the Westerly side of said Monroe Street, South 50 degrees 02 minutes East 40 feet, thence at right angles to Monroe Street South 39 degrees 58 minutes West 120 feet to the Easterly side of a twelve foot alley and with it, North 50 degrees 02 minutes West 40 feet to the end of the second line of aforesaid Lot No. 177, thence reversing said second line, North 39 degrees 58 minutes East 120 feet to the place of

beginning.

EXCEPTING, HOWEVER, all that part of Lot No. 178 of the Cumberland Improvement Company's Eastern Addition to Cumberland., aforesaid, conveyed by the said Helen L. Sommerlatt, party of the first part, to Homer G. Sommerlatt and Milla V. Sommerlatt, his wife, parties of the second part aforesaid, by deed dated the 24th day of September, 1950, which said deed is to be recored among the Land Records of Allegany County, Maryland, and to which deed reference is hereby made for a more particular description of the property hereby excepted from the operation of these presents.

The property affected by this mortgage being part of the same property conveyed by H. LeRoy Davis et ux to George L. Sommerlatt et ux by deed dated the 29th day of February, 1928, and recorded in Liber No. 157, folio 487, among the Land Records of Allegany County, Maryland.

Together with the building and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part

her heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor^s, administrator^s or assigns, the aforesaid sum of

One thousand (\$1,000.00) dollars

~~Together with the building and improvements thereon~~ as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Robert MacDonald Bruce his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, her

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor her representatives, heirs or assigns.

And the said party of the first part

further covenants to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

One thousand (\$1,000.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee & their heirs or assigns, to the extent of his, her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor the day and year first above written.

Attest

Matthew M. Munn

Helen L. Sommerlatt [Seal]
HELEN L. SOMMERLATT

[Seal]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 30th day of September
in the year nineteen hundred and fifty, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Helen L. Sommerlatt

and acknowledged the foregoing mortgage to be her
act and deed; and at the same time before me also personally appeared

Homer G. Somerlatt, one of the

the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Matthew M. Munn
Notary Public

Compared and Matched Delivered *mb*
To *Geo H. Legge* 19 *54*

FILED AND RECORDED SEPTEMBER 8th 1954 at 10:45 A.M.

This Mortgage, Made this 7th day of SEPTEMBER in the
year Nineteen Hundred and fifty -four by and between

Mary Grace Price, widow,

_____ of Allegany County, in the State of Maryland, party _____ of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Fifteen Hundred & 00/100 - - - - - (\$1500.00) - - - - - Dollars,

which said sum the mortgagors agrees to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifteen & 00/100 - - - - - (\$15.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground being part of Lot No. 2 of the subdivision of the property of Charles J. McKenzie as filed in No. 10,517 Equity, in the Circuit Court for Allegany County, situated and being on the westerly side of the Mount Savage Road, and on the southerly side of the Eckhart Branch of the Cumberland and Pennsylvania Railroad, near Narrows Park, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a point on the westerly side of said Mt. Savage Road, at its intersection with a line drawn through the center of the partition wall of the double frame dwelling located on said Lot No. 2, said beginning point being at the end of 23.4 feet on the first line of said Lot No. 2, and distant 88.9 feet measured in a northerly direction along the westerly side of said Mt. Savage Road from the northerly side of the National Pike and running then with the westerly side of said Mt. Savage Road and with the first line of said Lot No. 2, North 31 degrees 50 minutes West 32.1 feet to the end of said first line, being to the southerly right of way line of the Eckhart Branch of the Cumberland and Pennsylvania Railroad, then with said right of way line and with part of the second line of said Lot No. 2, South 68



degrees 51 minutes West 80.55 feet, then South 30 degrees 20 minutes East 40 feet to intersect a line drawn through the center of the partition wall of said double frame dwelling located upon said Lot No. 2, and then reversing said intersecting line and with the center line of said partition wall, and the same extended, North 63 degrees 12 minutes East 80.5 feet to the place of beginning.

Being the same property which was conveyed unto George H. Price and Mary Grace Price, his wife, as tenants by the entireties, by deed of Elizabeth R. McKenzie et al, dated May 31, 1932, which is recorded in Liber No. 170, folio 522 one of the Land Records of Allegany County, Maryland, the said George H. Price having heretofore departed this life leaving the said Mary Grace Price as sole owner by operation of law.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered,

at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least **Fifteen Hundred & 00/100 - - - - (\$1500.00) - - - - Dollars** and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage. And at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

George W. Legge

Mary Grace Price
Mary Grace Price

[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 7TH day of SEPTEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Mary Grace Price, widow,
the said mortgagors herein and she acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Witness my hand and Notarial Seal the day and year aforesaid.



George W. Legge
Notary Public.

FILED AND RECORDED SEPTEMBER 8th 1954 at 10:45 A.M.

This Mortgage, Made this 7TH day of SEPTEMBER in the
year Nineteen Hundred and fifty-four by and between
Howard W. Williams and Vera H. Williams, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventy-six Hundred & 00/100 - - - - (\$7600.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Fifty & 16/100 - - - - (\$50.16) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot and part of a lot or parcel of ground situated on the westerly side of a thirty foot street, now known as Judy Avenue, which street extends from the southerly side of the Bedford Road in a southeasterly direction, near the City of Cumberland, Allegany County, Maryland, which said lot and part of a lot are designated as one-half of Lot No. 7 and all of Lot No. 8 of a series of lots laid off by the grantor and as shown on an unrecorded plat of the same, and which said half of a lot and whole lot are more particularly described as a whole as follows, to-wit:

Beginning for the same on the westerly side of said Judy Avenue at a point distant South 42 degrees 37 minutes East 276.5 feet from the intersection of the westerly side of said Judy Avenue with the southerly side of the Bedford Road, and running then with the westerly side of Judy Avenue, South 42 degrees 37 minutes East 75 feet to the division line between Lots Nos. 8 and 9 of said series of lots, then with said division line and at right angles to said Judy Avenue, South 47 degrees 23 minutes West 172.4 feet, then North 47 degrees 39 minutes West 75.3 feet to a point in the center of the back line of Lot No. 7, then running through the center of said Lot No. 7,



North 47 degrees 23 minutes East 178.4 feet, more or less, to the westerly side of said Judy Avenue to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Estella P. Judy, widow, dated the 9th day of March, 1951, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 235, folio 519.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-six Hundred & 00/100 - - - (\$7600.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors,

Attest:

Howard W. Williams
Vera H. Williams

Howard W. Williams [SEAL]
Vera H. Williams [SEAL]
 Howard W. Williams
 Vera H. Williams

State of Maryland,

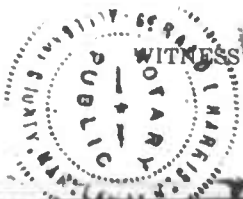
Allegany County, to-wit:

I hereby certify, That on this 7TH day of SEPTEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Howard W. Williams and Vera H. Williams, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
 Notary Public.

Computed and Marketed Delivered on 8
To Myself 7 5/8 interest on
Set 19 00 CityFILED AND RECORDED SEPTEMBER 8th 1954 at 1:20 P.M.

purchase money

This Mortgage. Made this 7th day of September,
in the year Nineteen Hundred and Fifty-four, by and between

A. Joseph Bender and Grace K. Bender, his wife,

of Allegany County, in the State of Maryland
part 128 of the first part, and

Florence V. Fox, widow,

of Allegany County, in the State of Maryland
part Y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the principal sum of \$2000.00 to be repaid with interest at the rate of 3% per annum computed monthly on unpaid balances, said indebtedness to be amortized by the payment of at least \$40.00 a month upon principal and the interest accruing thereon, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being applied first to the accrued interest and the balance unto the principal to secure which said principal together with the interest accruing thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

A. Joseph Bender and Grace K. Bender, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Florence V. Fox, widow, her

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground, lying and being in the City of Cumberland, in Allegany County, State of Maryland, known and designated on the recorded plat of the East End Land Company as Lot No. 64, and described by the following metes and bounds, to-wit:

Beginning for the same, on the South side of Wempe Avenue at the end of the first line of Lot No. 65 in said addition and running then with said Avenue, South 68-1/10 degrees East 32 feet,

then South 21-1/2 degrees West 120 feet to an alley, and with it North 68-1/10 degrees West 32 feet to the end of the second line of said Lot No. 65, and with it reversed, North 21-1/2 degrees East 120 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Florence V. Fox, widow, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said A. Joseph Bender & Grace K. Bender, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Florence V. Fox, widow, her executors, administrators or assigns, the aforesaid sum of

Two Thousand & 00/100 - - - - (\$2000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

A. Joseph Bender and Grace K. Bender, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said A. Joseph Bender and Grace

K. Bender, his wife, hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Florence V. Fox, widow, her

heirs, executors, administrators and assigns, or Harry I. Stegmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said A. Joseph Bender

and Grace K. Bender, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a their representatives, heirs or assigns.

And the said A. Joseph Bender and Grace K. Bender, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagee or her
 assigns, the improvements on the hereby mortgaged land to the amount of at least
Two Thousand & 00/100 - - - - - (\$2000.00) - - - - - Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee, her heirs or assigns, to the extent
 of her or or their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Harry I. Stegmaier *A. Joseph Bender* [SEAL]
Harry I. Stegmaier *Grace K. Bender* [SEAL]
 A. Joseph Bender
 Grace K. Bender

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 7th day of September,
 in the year nineteen Hundred and Fifty -four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

A. Joseph Bender and Grace K. Bender, his wife,

and they acknowledged the foregoing mortgage to be their
 act and deed; and at the same time before me also personally appeared

Florence V. Fox, widow,

the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Bubba Joe Lippert
 Notary Public.

C

FILED AND RECORDED SEPTEMBER 8th 1954 at 2:05 P.M.

This Mortgage, Made this 4 - day of September
in the year Nineteen Hundred and Fifty-four, by and between

Leon R. Knotts and Naoma L. Knotts, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and E. E. Orndorff & Goldie M. Orndorff, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are jointly and severally indebted unto the parties of the second part in the full and just sum of SIXTY-FIVE HUNDRED (\$6500.00) DOLLARS as is evidenced by their joint and promissory note of even date which debt they agree to repay together with interest at the rate of 5-1/2 % per annum, interest to be calculated on monthly balances and to pay the full indebtedness with interest on or before March 1, 1956, and in the meantime to pay at least the sum of SIXTY (\$60.00) DOLLARS each month hereafter on account of inte rest and principal.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Leon R. Knotts and Naoma L. Knotts, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said E. E. Orndorff and Goldie M. Orndorff, his wife, their heirs and assigns, the following property, to-wit:

All that lot or parcel of land situated in Election District No. 7 in Allegany County, State of Maryland, which is particularly described as follows, to-wit:

BEGINNING for the same at a stake on the Northwesternly side of McMullen Highway at the end of the first line of the deed from E. E. Orndorff, et ux., to Ellis P. Warnick, et ux., dated

June 2, 1937, and recorded among the Land Records of Allegany County, Maryland, in Liber 177, folio 707, and running thence along a part of the second line of the said Warnick deed, North 44-1/2 degrees West 517 feet and 7 inches to a fence post; thence South 45-1/2 degrees West 70 feet and 6 inches to an iron stake; thence South 44-1/2 degrees East 242 feet and 6 inches to an iron stake; thence South 45-1/2 degrees West 10 feet and 6 inches to an ~~iron~~ ^{thence} stake; thence South 44-1/2 degrees East 282 feet to an iron stake on the Northwestern side of McMullen Highway, ^{thence} North 41 degrees East 81 feet to the place of BEGINNING.

This being the same land which was conveyed by E. E. Orndorff and Goldie M. Orndorff, his wife, unto the said Leon R. Knotts and Naoma L. Knotts, his wife, by deed dated the same day as this mortgage and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage, this being a purchase money mortgage. Reference is made to the said deed for a recital of certain reservations and agreements relative to said property.

The above described property is improved by a frame dwelling house, garage and other buildings.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Leon R. Knotts and Naoma L. Knotts, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said E. E. Orndorff and Goldie M. Orndorff, his wife, their executor, administrator or assigns, the aforesaid sum of

SIXTY-FIVE HUNDRED (\$6500.00) DOLLARS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Leon R. Knotts and Naoma L. Knotts, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Leon R. Knotts & Naoma L. Knotts, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-

terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

E. E. Orndorff and Goldie M. Orndorff, his wife,

heirs, executors, administrators and assigns, or Thomas Lohr Richards his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Leon R. Knotts and

Naoma L. Knotts, his wife, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Leon R. Knotts and Naoma L. Knotts, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

SIXTY-FIVE HUNDRED Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Mrs Annie E. Meagher

Leon R. Knotts [SEAL]
Naoma L. Knotts [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 4 day of September

in the year Nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Leon R. Knotts and Naoma L. Knotts, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

E. E. Orndorff and Goldie M. Orndorff, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



William E. Meagher
Notary Public

FILED AND RECORDED SEPTEMBER 7th 1954 at 3:15 P.M.

PURCHASED BY MORTGAGE

This Mortgage,

Made this

7th

day of

September

in the year Nineteen Hundred and Fifty-four

by and between

ALEXANDER J. SCHUTE and KATHERINE SCHUTE, his wife

of Allegany

County, in the State of Maryland

parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, a National Banking

Corporation, with its principal place of business in Cumberland,

of Allegany

County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of SIX THOUSAND, TWO HUNDRED AND FIFTY (\$6250.00) DOLLARS with interest at the rate of Five (5%) per cent per annum computed monthly on the unpaid balances, said indebtedness is to be amortized over a ten year period by the payment of at least SIXTY-SIX (\$66.31) DOLLARS and THIRTY-ONE CENTS per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure said principal and interest accruing thereon, these presents are executed. Privileges is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof in amounts not less than the amount of one installment.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

and assigns, the following property, to-wit: All that lot, piece or parcel of ground lying and being on the East side of Polk Street in the City of Cumberland, Maryland, said lot fronting twenty-five feet on the East side of said Polk Street and running back with an even width eighty feet and being the northerly half of the lot of ground which was conveyed to William L. Richards and John W. Richards by D. James Blackiston, Executor, by deed dated September 21, 1901, and recorded in Liber No. 86, folio 694, one of the Land Records of Allegany County, Maryland; reference to which said deed and record is hereby specially made for a description of the property hereby conveyed. It is the intention of this deed to convey the North Half of the lot of ground referred to and upon which is situated the dwelling occupied by the late John W. Richards and now known as No. 127 (old No. 23) Polk Street, Cumberland, Maryland.

BEING the same property conveyed by William L. Richards et

ux. to John W. Richards by deed dated October 25, 1906, and recorded in Liber No. 100, folio 213, one of the Land Records of Allegany County, Maryland; and being also the same property devised by the said John W. Richards to Helena Catherine Lehman by his Last Will and Testament dated August 5, 1943, admitted to probate by the Orphans Court for Allegany County on April 18, 1944, and recorded in Will Records, Liber U, folio 278, in the office of the Register of Wills for said Allegany County, Maryland; and also being the same property conveyed by Helena Catherine Lehman et vir. unto Robert R. McCoy et ux. by deed dated the 30th day of October, 1944 and recorded in Liber 202, folio 108, one of the Land Records of said Allegany County, Maryland; and being the same piece and parcel of ground conveyed unto the said Alexander J. Schute and Katherine Schute, his wife by the said Robert R. McCoy et ux. by deed dated of even date herewith and to be recorded simultaneously with this instrument.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

or assigns, the aforesaid sum of

SIX THOUSAND, TWO HUNDRED AND FIFTY (\$6250.00) DOLLARS

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Alexander J. Schute and Katherine Schute, his wife

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

The Second National Bank of Cumberland, its successors

~~his, her or their~~ and assigns, or Peter J. Carpentieri, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least SIX THOUSAND, TWO HUNDRED AND FIFTY (\$6250.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~XXXX~~ or assigns, to the extent of its ~~their~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

Alexander J. Schute [SEAL]
Alexander J. Schute
Katherine Schute [SEAL]
Katherine Schute

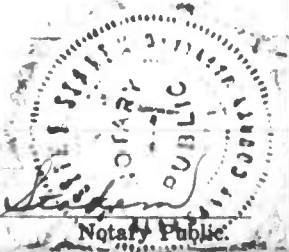
State of Maryland.

Alleghany County, to-wit:

I hereby certify, That on this 7th day of September in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Alexander J. Schute and Katherine Schute, his wife and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared John H. Mosner, Vice-President of the Second National Bank of Cumberland, and its duly authorized agent to make this affidavit, for the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Joseph J. Schute
Notary Public.



FILED AND RECORDED SEPTEMBER 7th 1954 at 3:10 P.M.

THIS MORTGAGE, Made this 1st day of September, 1954, by and between JOSEPH H. HUBERTSON^{SR.} and MAUDE E. HUBERTSON, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand Five Hundred (\$2,500.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum is part of the purchase price of the property hereinafter described and this mortgage is hereby declared to be a Purchase Money Mortgage; and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Twenty Seven Dollars and Seventy Eight Cents (\$27.78) beginning on the 1st day of October, 1954, and a like and equal sum of not less than Twenty Seven Dollars and Seventy Eight Cents (\$27.78) on the said 1st day of each and every month thereafter. Said monthly payments to be applied first to interest and the balance to unpaid principal debt, the entire unpaid principal, together with interest due thereon, to become due and payable ten years from date of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that lot of ground known as Lot No. 347 in Mapleside Addition to Cumberland as shown on a plat of said Addition filed

among the Records of Allegany County in Case No. 2479 Equity, and being more particularly described as follows, to-wit:

BEGINNING for said parcel at the end of the first line of Lot No. 346; and running with Pullin Street, South 10 degrees 10 minutes West 50 feet; thence South 79 degrees 50 minutes East 142.1 feet to the 10th line of the Hoffman Tract; and with it North 24.5 degrees East 11.7 feet to the end of the second line of Lot No. 346; and with it reversed, North 79 degrees 50 minutes West 155.1 feet to the place of beginning.

It being the same property conveyed to the parties of the first part by Lester A. Smith and Clara Mae Smith, his wife, by deed dated the 1st day of September, 1911, and intended to be recorded among the land records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereto relating or in anywise appertaining.

PROVIDING, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay, to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand Five hundred (\$2,500.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the

mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand Five Hundred (\$2,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Joseph H. Humbertson (SEAL)
JOSEPH H. HUMBERTSON, SR.

Glenn Watson

Maude E. Humbertson (SEAL)
MAUDE E. HUMBERTSON

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 1 day of September, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOSEPH H. HUMBERTSON, SR. and MAUDE E. HUMBERTSON, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. THOMAS, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Raymond N. Oeder
NOTARY PUBLIC

FILED AND RECORDED SEPTEMBER 9th 1954 at 2:30 P.M.

THIS MORTGAGE, made this the 3rd day of September, 1954, by and between MARVIN SHEETZ and NAOMI SHEETZ, his wife, hereinafter called Mortgagors, which expression shall include their heirs and assigns, where the context so admits or requires, of Allegany County, Maryland, parties of the first part, and THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, hereinafter called Mortgagee, which expression shall include its personal representatives, successors and assigns, where the context so admits or requires, of Keyser, Mineral County, State of West Virginia, party of the second part.

WITNESSETH:

WHEREAS, said Mortgagors now stand indebted unto the said Mortgagee in the full and just sum of TWO THOUSAND (\$2,000.00) DOLLARS, as evidenced by their promissory note of even date herewith, payable on demand, with interest from date at the rate of six (6%) percentum per annum, or any renewal of said note in whole or in part, and on the face of which note is the following: "A minimum of \$50.00 to be paid on this note each month, but notwithstanding the balance due on the note with interest may be called at any time".

NOW, THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the indebtedness at the maturity thereof, together with the interest thereon, the said Marvin Sheets and Naomi Sheets, his wife, do give, grant, bargain and sell, convey, release and confirm unto the said THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, its successors and assigns, the following real estate, to-wit:

All that lot or parcel of real estate lying and being in the village of McCoolle, Allegany County, Maryland, and known as Lot Number 63 in Fred S. Gerstell's Addition to the Village of McCoolle, Allegany County, Maryland, and bounded as follows: Commencing at a stake corner Lot No. 62 on Perry Avenue and running with the line of said lot Number 62 one hundred and fifty-five (155) feet to a fifteen foot alley; thence with said alley thirty feet to the corner of Lot Number 64; thence with the line of said Lot Number 64, one hundred and fifty-five (155) feet to Perry Avenue; thence with the line of said Perry Avenue 30 feet to the place of the BEGINNING, and being the same lot or parcel of land that was conveyed to Marvin Sheets and Naomi Sheets, his wife, by deed from Earl E. Moran and Lewis E. Moran, Jr., Trustees and Executors of L. E. Moran, deceased, by deed dated the 17th day of April 1931 and recorded in Liber L.L.R. No. 172, Folio 14, Land, one of the Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid sum of money, to-wit TWO THOUSAND (\$2,000.00) DOLLARS, with interest, in manner and form as hereinbefore provided, and the monthly payments as herein set forth, and in the meantime do and perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Mortgagors, their heirs and assigns, may hold and possess the aforesaid property, upon paying in the meantime all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt, and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT in case of default being made in the payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, its personal representatives, successors and assigns or James H. Swadley, Jr., its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his or her or their heirs and assigns, which sale shall be made in manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight (8%) percent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not and as to the balance, to pay it over to the said Mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their heirs or assigns.

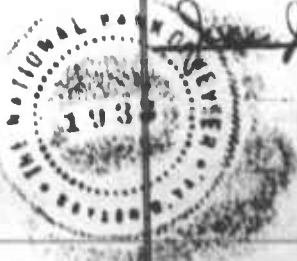
AND the said Mortgagors further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, or its successors, personal representatives, or assigns, the improvements on the hereby mortgaged land to the amount of at least \$2,000.00 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect such insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of said mortgagors:

Attest:

Marvin Sheets (SEAL)
Marvin Sheets

Naomi H. Sheets (SEAL)
Naomi Sheets



THE NATIONAL BANK OF KEYSER, WEST VA.,
a corporation

Paul J. Davis
Paul J. Davis, its President.

STATE OF WEST VIRGINIA

COUNTY OF MINERAL, te-wit:

I HEREBY CERTIFY that on this 3rd day of September, 1954, before me, the subscriber, a Notary Public of the State of West Virginia, in and for said County, personally appeared Marvin Sheets and Naomi Sheets, whose names are signed to the mortgage above bearing date the 3rd day of September, 1954, and being both of the Mortgagors and acknowledged the aforegoing mortgage to be their act and deed, and at the same time before me also personally appeared Paul J. Davis, President of the National Bank of Keyser, West Virginia, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires

April 15, 1963

Paul J. Davis
Notary Public

FILED AND RECORDED SEPTEMBER 9th 1954 at 2:15 P.M.

PURCHASE MONEY

This Mortgage, Made this 7th day of September
in the year Nineteen Hundred and fifty-four, by and between

WILLIAM W. ROHMAN and MARY E. ROHMAN, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and

REBA G. ROHMAN, Widow,

of Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Eleven Thousand Dollars (\$11,000.00), together with interest at the rate of four per cent (4%) per annum, payable in 180 monthly installments of Eighty-one Dollars and Thirty-seven Cents (\$81.37) including interest, beginning on the first day of October, 1954, and monthly thereafter until the said sum, together with interest as aforesaid, shall have been fully paid.

The parties of the first part reserve the right to prepay this mortgage in whole or in part at any time during the term hereof.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her heirs and assigns, the following property, to-wit:

ALL that lot or parcel of ground situated on the southerly side of Magruder Street, in the City of Cumberland, Allegany County, Maryland, known and designated as the whole of Lot Number Fifty-six and part of Lot Number Fifty-seven, in Campobello Addition to Cumberland, and particularly described as follows, to-wit:

BEGINNING for the same on the southerly side of Magruder Street at the end of seventeen and one-half feet on the first line of said whole Lot Number Fifty-seven, said point of beginning being also South seventy-seven degrees and thirty-eight minutes East forty-two and one-half feet from the intersection of the easterly side of Franklin Street with the southerly side of Magruder Street, and running thence with the southerly side of Magruder Street, North seventy-seven degrees and thirty-eight minutes West forty-two and one-half feet to the easterly side of Franklin Street, then with said side of said street, South twelve degrees and twenty-two minutes West one hundred feet to the northerly side of Elm Alley, then with said side of said alley, South seventy-seven degrees and thirty-eight minutes East forty-two and one-half feet, then North twelve degrees and twenty-two minutes East one hundred feet to the place of beginning.

IT being the same property which was conveyed by Reba G. Rohman, widow, to William W. Rohman and Mary E. Rohman, his wife, by deed dated September 14, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her executor, administrator or assigns, the aforesaid sum of

- - - - - **Eleven Thousand Dollars (\$11,000.00)** - - - - -

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to

the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s. their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to insure to the benefit of the mortgagee, her heirs or assigns, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

William J. Schuch William W. Rohman [Seal]
William J. Schuch Mary E. Rohman [Seal]
 WILLIAM W. ROHMAN
 MARY E. ROHMAN

STATE OF FLORIDA,

BROWARD COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 1st day of September, 1954, before me, the subscriber, a Notary Public of the State of Florida, in and for the County aforesaid, personally appeared Reba G. Rohman, the within named mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year afore-



Glen H. Cooney
 Notary Public

Notary Public, State of Florida at large
 My commission expires April 18, 1958.
 Bonded by American Surety Co. of N. Y.

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7th day of September
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

William W. Rohman and Mary E. Rohman, his wife,

and they acknowledged the foregoing mortgage to be their respective
act and deed; ~~and at the same time before me the personally appeared~~ ~~XXXXXXXXXXXXXXXXXXXX~~

~~James G. Rohman~~

~~the within named mortgage~~ ~~and made oath to the facts~~ ~~that the consideration of said~~
~~mortgage is true and lawful~~ ~~as therein set forth.~~



WITNESS my hand and Notarial Seal the day and year aforesaid.

Patty Ann Davis
Notary Public

Examined and Stamped Delivery
To Wm. W. Rohman
Sept 7

FILED AND RECORDED SEPTEMBER 9th, 1954 at 2:15 P.M.

This Mortgage, Made this 1st day of August **SEPTEMBER**

in the year Nineteen Hundred and fifty-four, by and between

----- -CARL BAKER and EDITH M. BAKER, his wife

of Alle gany County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States
of America, with its principal office in

at Frostburg, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:



330

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full and just sum of

THREE THOUSAND ONE HUNDRED- - - - -00/100 (\$3,100.00) DOLLARS

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~and~~ and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Allegany County, Maryland, situated on Centennial Street, in the Town of Frostburg, and known and distinguished as Lot No. 8 of Hitchins' Second Addition to the Town of Frostburg, a plat of which addition is filed among the Land Records of Allegany County, Maryland, in Liber No. 107, folio 745.

IT being the same property which was conveyed to the parties of the first part by Hitchins-Stewart Realty Company, Inc., a corporation, by deed dated May 6, 1947, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 215, folio 236. Special Reference is hereby made to said deed and to the references therein contained for a more complete description of the property hereby conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~executor or assigns~~ or assigns, the aforesaid sum of

THREE THOUSAND ONE HUNDRED- - - - -00/100 (\$3,100.00) DOLLARS

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become

due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~their heirs, assigns, and assigns, or~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent, to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part. their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least THREE THOUSAND ONE HUNDRED 00/100 (\$3100.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee its successors ~~heirs or~~ assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Willetts
DAVID R. WILLETTS

Carl Baker [Sent]
CARL BAKER

David R. Willetts
DAVID R. WILLETTS

Edith M. Baker [Sent]
EDITH M. BAKER

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 1st day of August ~~September~~ in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared CARL BAKER and EDITH M. BAKER, his wife and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg the Cashier of said Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the Cashier of said Bank and duly authorized by it to make this affidavit.

WITNES my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd
RUTH M. TODD Notary Public

FILED AND RECORDED SEPTEMBER 9th 1954 at 1:40 P.M.

THIS DEED OF RELEASE OF MORTGAGE, Made this 3rd day of SEPTEMBER, 1954, by The First Federal Savings and Loan Association of Cumberland, Maryland, party of the first part, and Myrtle A. Stratton and Clyde L. Stratton, her husband, parties of the second part.

WHEREAS, by a certain Mortgage dated February 11, 1944, recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 168, folio 711, the parties of the second part conveyed the property therein mentioned and described unto the party of the first part to secure the indebtedness therein set forth, and

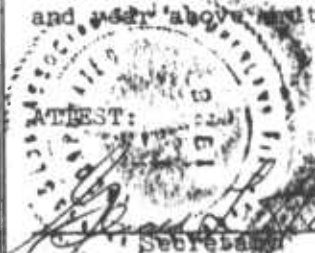
WHEREAS, the said indebtedness has been fully paid and satisfied, and the parties of the second part now desire that the party of the first part release the property from the lien of said Mortgage.

NOW, THEREFORE, this Deed of Release witnesseth:

That for and in consideration of the sum of One (\$1.00) Dollar, receipt whereof is hereby acknowledged, the said party of the first part does hereby release from the lien of the aforesaid Mortgage and does hereby grant and convey unto the parties of the second part, their heirs and assigns, the property and premises therein mentioned and described, free and clear of the lien of said Mortgage.

TO HAVE AND TO HOLD the aforesaid property unto the said parties of the second part, their heirs and assigns, in the same manner as if the Mortgage had never been executed.

WITNESS the signature of Lynn C. Lashley, President of The First Federal Savings and Loan Association, and the corporate seal hereto affixed, all duly attested by its Secretary the day and year above written.



THE FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION

By

Lynn C. Lashley
President

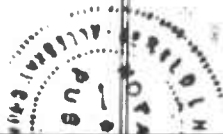
STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 3rd day of SEPTEMBER 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Lynn C. Lashley, President of The First Federal Savings and Loan Association, and acknowledged the foregoing Deed of Release of

Mortgage to be the act and deed of said corporation, and the said Lynn C. Lashley did further make oath in due form of law that he is the President of said corporation and duly authorized by it to make said acknowledgement.

WITNESS my hand and Notarial Seal the day and year above written.



George L. Homan
Notary Public

Com. 1

September 3 54

FILED AND RECORDED SEPTEMBER 9th 1954 at 1:40 P.M.

THIS DEED OF RELEASE, Made this 7th day of *September* August, 1954, by and between JAMES M. STRATTON, Widower, of Cumberland, Allegany County, Maryland, party of the first part, and MYRTLE A. STRATTON and CLYDE L. STRATTON, her husband, of Mansfield, Richland County, Ohio, parties of the second part.

WHEREAS, by a certain mortgage dated February 17, 1948, and recorded among the Mortgage Records of Allegany County, Maryland, in Liber No. 207, folio 672, the parties of the second part conveyed the property therein mentioned and described unto the party of the first part to secure the indebtedness therein set forth; and

WHEREAS, said indebtedness has been fully paid and satisfied and the parties of the second part now desire that the party of the first part release the said property from the lien of said mortgage.

NOW, THEREFORE, THIS DEED OF RELEASE WITNESSETH:

That for and in consideration of the sum of One Dollar

(\$.00), the receipt whereof is hereby acknowledged, the said party of the first part does hereby release from the lien of the aforesaid mortgage and does hereby grant and convey unto the parties of the second part, their heirs and assigns, the property and premises therein mentioned and described, free and clear of the lien of said mortgage.

TO HAVE AND TO HOLD the aforesaid property unto the parties of the second part, their heirs and assigns, in the same manner as if said mortgage had never been executed.

WITNESS the hand and seal of the party of the first part.

WITNESS:

James M. Stratton

James M. Stratton (SEAL)
JAMES M. STRATTON

STATE OF MARYLAND,

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of Sept. August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES M. STRATTON, Widower, and acknowledged the foregoing deed of release to be his act and deed.

WITNESS my hand and Notarial Seal.



James M. Stratton
Notary Public

Com. and acc. to the
H. H. Leggett Atty. City
Mar 3 1954

FILED AND RECORDED SEPTEMBER 9th 1954 at 1:20 P.M.

purchase money

This Mortgage, Made this 8TH day of SEPTEMBER in the
year Nineteen Hundred and fifty-four by and between

Clarence F. Thompson and Eleanor M. Thompson, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventy-six Hundred Fifty & 00/100 - - - (\$7650.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-eight & 42/100 - - - (\$48.42) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of Mary Street known and designated as Lots Nos. 457, 458, 459, and 460 in the Humbird Land Company's Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 8, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same on the southerly side of Mary Street at the end of the first line of Lot No. 456 in said addition, and running then with said street South 53-1/2 degrees East 120 feet to the westerly side of an alley, then with said alley South 36-1/2 degrees West 125 feet to the northerly side of another alley, then with said alley North 53-1/2 degrees West 120 feet to the end of the second line of said Lot No. 456, and then with said second line reversed North 36-1/2 degrees East 125 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Alfred Lee George, Sr., et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

(\$1.00), the receipt whereof is hereby acknowledged, the said party of the first part does hereby release from the lien of the) aforesaid mortgage and does hereby grant and convey unto the parties of the second part, their heirs and assigns, the property and premises therein mentioned and described, free and clear of the lien of said mortgage.

TO HAVE AND TO HOLD the aforesaid property unto the parties of the second part, their heirs and assigns, in the same manner as if said mortgage had never been executed.

WITNESS the hand and seal of the party of the first part.

WITNESS:

James M. Stratton James M. Stratton (SEAL)
STATE OF MARYLAND, JAMES M. STRATTON

ALLEGANY COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 7th day of Sept. August, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared JAMES M. STRATTON, Widower, and acknowledged the foregoing deed of release to be his act and deed.

WITNESS my hand and Notarial Seal.



James M. Stratton
Notary Public

Comm. Exp. 12-31-58
H. H. Legge Atty City
Mar 3 54

FILED AND RECORDED SEPTEMBER 9th 1954 at 1:20 P.M.

purchase money

This Mortgage, Made this 8TH day of SEPTEMBER in the year Nineteen Hundred and fifty-four by and between

Clarence F. Thompson and Eleanor M. Thompson, his wife,

of Allegany County, in the State of Maryland, part of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventy-six Hundred Fifty & 00/100 - - - (\$7650.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-eight & 42/100 - - - (\$48.42) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the southerly side of Mary Street known and designated as Lots Nos. 457, 458, 459, and 460 in the Humbird Land Company's Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 8, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same on the southerly side of Mary Street at the end of the first line of Lot No. 456 in said addition, and running then with said street South 53-1/2 degrees East 120 feet to the westerly side of an alley, then with said alley South 36-1/2 degrees West 125 feet to the northerly side of another alley, then with said alley North 53-1/2 degrees West 120 feet to the end of the second line of said Lot No. 456, and then with said second line reversed North 36-1/2 degrees East 125 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Alfred Lee George, Sr., et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-six Hundred Fifty & 00/100 - - (\$7650.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs

and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Hansen

Clarence F. Thompson [SEAL]
Clarence F. Thompson

Eleanor M. Thompson [SEAL]
Eleanor M. Thompson

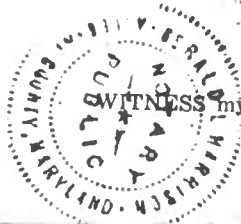
State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 8TH day of SEPTEMBER
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Clarence F. Thompson and Eleanor M. Thompson, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Hansen
Notary Public.

FILED AND RECORDED SEPTEMBER 9th 1954 at 1:10 P.M.

This Mortgage, Made this 2nd day of September

in the year Nineteen Hundred and Fifty Four, by and between

Lionel W. Wiseman and N. Louise Wiseman, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and The Farmers and Merchants Bank of Keyser,
West Virginia, a corporation,

of Mineral County, in the State of West Virginia,
part of the second part, WITNESSETH:

Whereas, the said Lionel W. Wiseman and N. Louise Wiseman, his wife, are indebted to the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, in the amount of Three Thousand Dollars (\$3,000.00), which indebtedness is evidenced by a negotiable promissory note bearing even date herewith in the amount of Three Thousand Dollars (\$3,000.00), with interest thereon at six per cent (6%) per annum, and the said Lionel W. Wiseman and N. Louise Wiseman, his wife, and the Farmers and Merchants Bank of Keyser, West Virginia, a corporation, is the party, payable on demand after date, and until repaid payable in equal monthly installments of forty dollars (\$40.00) per month until principal and interest is paid in full.

X

X

X

X

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Lionel W. Wiseman and N. Louise Wiseman, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its heirs and assigns, the following property, to-wit:

All of those lots or parcels of real estate situated in Spindler's Addition to the Village of McSpole, in Election District 21, Allegany County, Maryland, and particularly described as follows:

FIRST: All of that certain lot or parcel of land which is known and numbered as Lot No. 25 on the plat of said Spindler's Addition, which plat is of record among the Land Records of Allegany County, fronting forty feet on Reese Street, now known as West Maryland Avenue, and extending back the same width one hundred ninety feet to Marrow Street, being the same lot or parcel of ground which was conveyed to Cora C. Wiseman from A. J. Spindler and wife, by deed dated in October of 1908 and recorded among the Land Records of Allegany County, Maryland in Deed Book Liber L.L.S. No. 117 Folio 563.

SECOND: All of those two lots or parcels of land which are known and numbered as Lots Nos. 23 and 24 of said Spindler's Addition, said lots fronting in all eighty feet on Reese Street, now known as West Maryland Avenue, and extending back the same width one hundred ninety feet to Marrow Street, being the same two lots which were conveyed to Mrs. Cora Wiseman from Mrs. Bird Green of Mineral County, West Virginia, by Deed dated the 11th day of August, 1934, and recorded as aforesaid in Deed Book Liber R.J. No. 194 Folio 676.

And being the same real estate which was conveyed from Ola L. Zimmerman and Byron Zimmerman, her husband, Leah F. Wiseman, Single, and Lionel W. Wiseman and N. Louise Wiseman, his wife, to Joseph A. Blundon, Trustee, by Deed dated the 1st day of September, 1954, which deed is to be recorded in the office of the Clerk of the County Court of Allegany County, Maryland, prior to the recordation of this deed of trust, and being also the same real estate which was conveyed from Joseph A. Blundon, Trustee, to Lionel W. Wiseman and N. Louise Wiseman, his wife, which deed is dated the 1st day of September, 1954 and to be recorded as aforesaid, prior to the recordation of this deed of trust.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Lionel W. Wiseman and N. Louise Wiseman, heirs, executors, administrators or assigns, do and shall pay to the said Merchants Bank of Keyser, West Virginia, a corporation, executor, administrator or assigns, the aforesaid sum of (\$3,000.00) together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Lionel W. Wiseman and N. Louise Wiseman may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Lionel W. Wiseman and N. Louise Wiseman

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Farmers and Merchants Bank of Keyser, West Virginia, a corporation, its

heirs, executors, administrators and assigns, or Joseph A. Blundon, ~~his authorized agent~~, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Lionel W. Wiseman and N. Louise Wiseman, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagee its ~~representative~~ assigns.

And the said Lionel W. Wiseman and N. Louise Wiseman, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its ~~benefactor~~ assigns, to the extent of its ~~their~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premlums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

F. C. Boon

F. C. Boon

Lionel W. Wiseman [SEAL]
Lionel W. Wiseman
N. Louise Wiseman [SEAL]
N. Louise Wiseman

WEST VIRGINIA
State of ~~Maryland~~.
MINERAL
Allegany County, to-wit:

I hereby certify. That on this 4 day of September
in the year nineteen Hundred and Fifty four before me, the subscriber,
a Notary Public of the State of ~~Maryland~~, in and for said County, personally appeared
Lionel W. Wiseman and N. Louise Wiseman, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Floyd C. Moor,
Cashier for the Farmers and Merchants Bank of Keyser, West Virginia,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Spring Belle Knapp
Notary Public.

My Commission expires Dec. 9, 1963

Compared and Mailed Delivered 20/2

To Ralph W. Haines, Esq.

1954 Romney, W. Va.

FILED AND RECORDED SEPTEMBER 9th 1954 at 11:15 A.M.

CHERTLAND ORCHARDS,
INC.

TO DEED OF TRUST

GILBERT CAMPBELL
McKOWN AND RALPH W.
HAINES, TRUSTEES



THIS DEED OF TRUST made and entered
into this 24th day of April, 1954,
by and between Chertland Orchards,
Inc., a corporation created and
existing under the laws of the State
of West Virginia, grantor and party
of the first part and Gilbert Camp-
bell McKown, whose residence is
Martinsburg, West Virginia, and Ralph
W. Haines, whose residence is Romney,
West Virginia, Trustees and parties

of the second part.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid and the conditions and stipulations herein contained, the said party of the first part, Chertland Orchards, Inc., does hereby grant, sell, convey, transfer and assign unto the said Trustees, parties of the second part, with covenants of general warranty, all the following tracts or parcels of real estate, together with the improvements thereon, being all of the same real estate conveyed unto the said Chertland Orchards, Inc., by Appalachian Orchards, Incorporated (sometimes hereinafter called Appalachian Orchards, Inc.) by several deeds of even date herewith, more fully described as follows:

FIRST: All those certain tracts or parcels of real estate situate in Cacapon District in Morgan County, West Virginia, known as "Mt. Dale Orchards," supposed to contain in the aggregate 695 acres, more or less, but this is a conveyance in gross and not by the acre, said real estate being all the same real estate which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated the 24th day of April, 1954, which deed is recorded in the County Clerk's Office of Morgan County, West Virginia, immediately prior to the recordation of this deed of trust and which deed by reference is hereby expressly made a part hereof for all proper and pertinent reasons and for a fuller and more complete description of the real estate herein conveyed, including the description as shown by a survey made by P. S. Bradfield, surveyor, dated May 1, 1951, as well as all rights, rights of way, easements, and appurtenances thereunto appertaining, it being the intention of the grantor to convey all the real estate and rights which it acquired by virtue of the aforementioned deed.

SECOND: All that certain tract or parcel of real estate situate in Cacapon District, Morgan County, West Virginia, containing 121 acres, more or less, although this is a conveyance in gross and not by the acre, known as the "Upland Orchard" tract, being all the same real estate, rights, ways, easements and appurtenances thereunto belonging, which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated 24 April, 1954, which deed is duly recorded in the County Clerk's Office of Morgan County, West Virginia, immediately prior to the recordation of this deed of trust and which deed by reference is made a part hereof for all proper and pertinent reasons and for a fuller and more complete description of said

RALPH W. HAINES
ATTORNEY AT LAW
ROMNEY, W. VA.

WEST VIRGINIA
State of ~~Maryland~~,
MINERAL
Allegany County, to-wit:

I hereby certify. That on this 4 day of September
in the year nineteen Hundred and Fifty four, before me, the subscriber,
a Notary Public of the State of ~~Maryland~~ ^{West Virginia}, in and for said County, personally appeared
[Lionel W. Wiseman and N. Louise Wiseman, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Floyd C. Boor,
Cashier for the Farmers and Merchants Bank of Keyser, West Virginia,
a corporation,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Spring Belle Knepper
Notary Public.

My Commission expires Dec. 9, 1963

Compared and Mailed Delivered 2/12/54

To *Chertland Orchards, Inc.*

1000 1000 Romney, W. Va.

FILED AND RECORDED SEPTEMBER 9th 1954 at 11:15 A.M.

CHERTLAND ORCHARDS,
INC.

TO DEED OF TRUST

GILBERT CAMPBELL
McKOWN AND RALPH W.
HAINES, TRUSTEES



THIS DEED OF TRUST made and entered
into this 24th day of April, 1954,
by and between Chertland Orchards,
Inc., a corporation created and
existing under the laws of the State
of West Virginia, grantor and party
of the first part and Gilbert Camp-
bell McKown, whose residence is
Martinsburg, West Virginia, and Ralph
W. Haines, whose residence is Romney,
West Virginia, Trustees and parties

of the second part.

WITNESSETH: That for and in consideration of the sum of Ten (\$10.00) Dollars, cash in hand paid and the conditions and stipulations herein contained, the said party of the first part, Chertland Orchards, Inc., does hereby grant, sell, convey, transfer and assign unto the said Trustees, parties of the second part, with covenants of general warranty, all the following tracts or parcels of real estate, together with the improvements thereon, being all of the same real estate conveyed unto the said Chertland Orchards, Inc., by Appalachian Orchards, Incorporated (sometimes hereinafter called Appalachian Orchards, Inc.) by several deeds of even date herewith, more fully described as follows:

FIRST: All those certain tracts or parcels of real estate situate in Cacapon District in Morgan County, West Virginia, known as "Mt. Dale Orchards," supposed to contain in the aggregate 695 acres, more or less, but this is a conveyance in gross and not by the acre, said real estate being all the same real estate which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated the 24th day of April, 1954, which deed is recorded in the County Clerk's Office of Morgan County, West Virginia, immediately prior to the recordation of this deed of trust and which deed by reference is hereby expressly made a part hereof for all proper and pertinent reasons and for a fuller and more complete description of the real estate herein conveyed, including the description as shown by a survey made by P. S. Bradfield, surveyor, dated May 1, 1951, as well as all rights, rights of way, easements, and appurtenances thereunto appertaining, it being the intention of the grantor to convey all the real estate and rights which it acquired by virtue of the aforementioned deed.

SECOND: All that certain tract or parcel of real estate situate in Cacapon District, Morgan County, West Virginia, containing 121 acres, more or less, although this is a conveyance in gross and not by the acre, known as the "Upland Orchard" tract, being all the same real estate, rights, ways, easements and appurtenances thereunto belonging, which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated 24 April, 1954, which deed is duly recorded in the County Clerk's Office of Morgan County, West Virginia, immediately prior to the recordation of this deed of trust and which deed by reference is made, a part hereof for all proper and pertinent reasons and for a fuller and more complete description of said

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ROMNEY, W. VA.

real estate and also for a metes and bounds description as prepared by P. S. Bradfield, surveyor, in May, 1951. It being the intention of the grantor to convey all of the real estate and rights which it acquired by virtue of the aforementioned deed.

THIRD: All that certain tract or parcel of real estate, together with all rights of way, easements and appurtenances thereunto belonging, situate and being at Paw Paw, Morgan County, West Virginia, containing 2 acres and 110 square rods, more or less, being all the same real estate and the right of way which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated 24 April, 1954, which deed is duly recorded in the Clerk's Office of the County Court of Morgan County,

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MORGAN COUNTY, W. VA.

West Virginia, immediately prior to the recordation of this deed of trust and which deed by reference is made a part hereof for all proper and pertinent reasons and for a fuller and more complete description of said real estate and the right of way which are therein described by metes and bounds taken from a survey made by H. J. Compton, surveyor, it being the intention of the grantor to convey all of the real estate and rights which it acquired by virtue of the aforementioned deed.

FOURTH: All those certain tracts or parcels of real estate situate in Mineral County, West Virginia, containing in the aggregate 615 acres 40 poles, more or less, although this is a conveyance in gross and not by the acre, together with all rights, ways, easements and appurtenances thereunto belonging, known as Chertland Orchards, being all the same real estate which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated 24 April, 1954, which deed is duly recorded in the County Clerk's Office of Mineral County, West Virginia, immediately prior to the recordation of this deed of trust and which deed by reference is made a part hereof for all proper and pertinent reasons and for a fuller and more complete description of the various tracts, rights, ways, easements and appurtenances by metes and bounds. It being the intention of the grantor to convey all the real estate and rights which it acquired by virtue of the aforementioned deed.

FIFTH: All that certain tract or parcel of land, situate, lying and being in Pinto, Election District No. 7 in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

"Beginning at an iron pipe planted

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ROMNEY, W. VA.

the westerly side of the road leading from the Winchester Road to the River Road, said pipe being South Seventeen degrees Twenty minutes West forty-one feet from a Hickory tree marked with three notches in line (said tree being on the easterly side

of said road) and running thence with the Westerly side of said road, South thirty-eight degrees forty-five minutes East one hundred and forty-eight feet South seventeen degrees ten minutes East ninety-nine and seven tenths feet; thence leaving said road south fifty-one degrees fifteen minutes West fifty-three feet then North thirty-eight degrees forty-five minutes West two hundred and forty feet then North fifty-one degrees fifteen minutes East ninety feet to the beginning."

Together with all rights, roads, ways, easements and appurtenances thereunto belonging or appertaining, being all the real estate, rights, ways and appurtenances which was conveyed unto Chertland Orchards, Inc., by deed of Appalachian Orchards, Incorporated, dated 24 April, 1954, which deed is duly recorded in the Office of the Clerk of the County Court of Allegany County, Maryland, among the Land Records of said County immediately prior to this deed of trust and which deed by reference is made a part hereof for all proper and pertinent reasons and for a fuller and more complete description of said real estate. It being the intention of the grantor to convey all the real estate and rights which it acquired by virtue of the aforementioned deed.

The grantor does hereby intend to grant and convey unto said Trustees all of the real estate which it acquired by covenants of general warranty from the Appalachian Orchards, Incorporated, by the various deeds set forth above dated the 24th day of April, 1954, and also to convey all rights of way, roadways, privileges, easements and appurtenances and all other sundry rights which it acquired by reason of the aforementioned deeds but without warranty of title.

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This conveyance is made subject in all respects to any rights of way or easements of record which the said Appalachian Orchards, Incorporated, may have granted to any public utility service corporation or agency of this state or federal government as set forth in the aforementioned deeds.

IN TRUST NEVERTHELESS to secure Appalachian Orchards, Incorporated, the payment of that certain indebtedness in the principal sum of Thirty-six Thousand Two Hundred (\$36,200.00) Dollars, which indebtedness is evidenced by those two certain negotiable promissory notes each in the principal sum of Eighteen Thousand One Hundred (\$18,100.00) Dollars, dated April 24, 1954, made, executed, and delivered by Chertland Orchards, Inc., by

Albert Corbin, President, Paul C. Williams, Secretary-Treasurer, payable to the order of Appalachian Orchards, Inc., at the office of the Bank of Romney, Romney, West Virginia, with interest thereon at the rate of five (5%) per cent per annum, one note due and payable January 1, 1955, and the second note due and payable January 1, 1956, as well as to secure any renewals of said note in whole or in part, together with the interest thereon.

The Post Office address of Appalachian Orchards, Inc., is Paw Paw, West Virginia, and the said Appalachian Orchards, Inc., is the beneficial owner of the indebtedness herein secured which is for part of the purchase money and consideration for the sale and transfer of the above described lands by Appalachian Orchards, Inc., unto Chertland Orchards, Inc.

Now, if the maker of said note or notes or someone for it shall pay said notes when due, or any renewals thereof, should renewal be permitted by the noteholder, then the lien created by this Trust shall be released by Appalachian Orchards, Inc., its successors or assigns; otherwise, it shall remain of full force and effect until the trust is executed as hereinafter provided.

The grantor herein covenants that it will insure and keep insured the buildings on the property herein conveyed in a solvent fire insurance company authorized to do business in West Virginia in at least such amounts as the Appalachian Orchards, Inc., had each building insured at the time of the transfer of said real estate unto Chertland Orchards, Inc., being in accordance with a schedule showing the buildings and the amount of insurance thereon to be prepared and held by the Trustees prior to the recordation of this deed of trust, with a loss-payable clause in each of said insurance policies payable to the Appalachian Orchards, Inc., its successors or assigns, as its interest may appear. In the event the grantor should fail to insure and keep insured the buildings on the land herein conveyed or fail to pay the insurance premiums thereon, then the said Appalachian Orchards, Inc., shall have the right to insure the said buildings and to pay any premiums on said insurance and any sums so paid with interest from date of payment, shall be added to the debt herein secured.

The Appalachian Orchards, Inc., is to pay one-fourth of the 1954 property taxes upon the real estate herein conveyed, and the grantor herein further covenants that it will pay three-fourths of all property taxes upon the property herein conveyed for the year 1954 and all taxes and assessments against said

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ROMNEY, W. VA.

property thereafter, and if at any time it shall default in the payment thereof, the Appalachian Orchards, Inc., is authorized to pay the same and any sums so paid, with interest from date of payment, shall be added to and become a part of the debt herein secured.

In event the grantor herein should fail or refuse to perform any of the covenants herein contained or in the event of non-payment at maturity of either of the notes and debts herein secured, then the entire indebtedness herein secured shall become immediately due and payable, and the said Trustees or either of them, in event the other by reason of death or disability is unable to act, upon being requested in writing so to do by the said Appalachian Orchards, Inc., its successors or assigns, shall sell the property herein conveyed at such time and place and after such notice and upon such terms and conditions as the said Trustees may deem best, but said sale shall be had or made not later than six (6) months after request made in writing as aforesaid, and out of the proceeds of the sale, the said Trustees shall pay, first, all the costs incident to the execution of the trust and sale hereunder, including a 5% commission to the Trustees, also, any and all expenses which may be incurred by the Trustees for wages, supplies, materials and otherwise which the Trustees may incur in caring for and preserving said property from the date of default until sale thereof; second, the Trustees shall pay unto the Appalachian Orchards, Inc., its successor or assigns, the indebtedness herein secured or any part thereof remaining unpaid and any taxes or insurance premiums advanced and paid by the said Appalachian Orchards, Inc.; and third, the balance of the proceeds, they shall pay unto the Chertland Orchards, Inc., its successor or assigns, as its interest may appear.

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ROMNEY, W. VA.

The grantor further covenants and agrees that in the event of its default in the performance of the covenants or conditions herein contained and the payment of the indebtedness herein secured, that the said Trustees upon being notified in writing by the Appalachian Orchards, Inc., of such default as herein set forth, shall, pending the sale of said properties, be and are authorized and empowered to do whatever in the judgment of said Trustees in their absolute discretion may be necessary to preserve the property, as well as to grow, harvest and market any crops or fruit thereon, the expenses to be paid and the proceeds therefrom to be handled in the same manner as set forth above.

Said Trustee may act by agent or attorney in the

execution of this Trust and any sale hereunder may be postponed from time to time without other notice than oral proclamation at the time and place of proposed sale, and the said grantor does hereby expressly waive statutory notice of said sale and consent thereto.

This deed of trust is executed by the Chertland Orchards, Inc., by virtue and authority of a resolution adopted by all the stockholders of the said Chertland Orchards, Inc., at a meeting thereof held on the 2nd day of June, 1954.

WITNESS the signature of Chertland Orchards, Inc., by its President, Albert M. Corbin, and its corporate seal hereunto affixed and attested by its Secretary-Treasurer, Paul C. Williams, the day and year first herein written.

CHERTLAND ORCHARDS, INC.

BY Albert M. Corbin
President



(Corporate seal)

Paul C. Williams
Secretary, Treas.

STATE OF WEST VIRGINIA

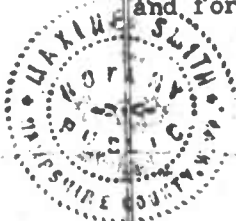
COUNTY OF HAMPSHIRE, TO-WIT:

I, Maxine Smith, a Notary Public in and for the county and state aforesaid, do hereby certify that Albert M. Corbin, President of Chertland Orchards, Inc., and Paul C. Williams, secretary of said corporation, whose names, as such, are signed to the foregoing and annexed instrument in writing, bearing date the 24th day of April, 1954, have this day personally appeared before me in my County and State aforesaid and acknowledged the same as and for the act and deed of said corporation.

Given under my hand this 19th day of August, 1954.

My commission expires December 27, 1958.

Maxine Smith
Notary Public



FILED AND RECORDED SEPTEMBER 9th 1954 at 1:20 P.M.

This Mortgage, Made this 8TH day of SEPTEMBER in the
year Nineteen Hundred and fifty-four by and between

Richard D. Heacox and Janet S. Heacox, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighty-seven Hundred & 00/100 - - - - (\$8700.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-nine & 86/100 - - - - (\$59.86) - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the easterly side of Oaklawn Avenue in LaVale, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a stake standing 338.9 feet on the first line of the tract of ground conveyed from Bertram K. Lazarus and Martha R. Lazarus, his wife, to Wilbur K. Bishop dated the 29th day of June, 1935, and recorded in Liber 172, folio 689, one of the Land Records of Allegany County, and continuing then with the first line (vernier readings calculated to magnetic bearings as of 1935 and with horizontal measurements) and with the easterly side of Oaklawn Avenue South 39 degrees 22 minutes East 191.1 feet to an iron pipe near the southerly edge of Braddock Run, and continuing then with Braddock Run North 50 degrees and 38 minutes East 53.5 feet, North 56 degrees East 154.6 feet to a stake intersecting the third line of the aforementioned deed, then with the third line North 38 degrees 41 minutes West 206.48 feet to a stake, then leaving said line and cutting across the whole tract South 50 degrees 38 minutes West 210.10 feet to the place of beginning.



Being part of the property which was conveyed unto Wilbur K. Bishop and Janet S. Bishop, his wife, as tenants by the entireties, by deed of W. Earle Cobey, Trustee, dated February 12, 1946, which is recorded in Liber 207, folio 221, one of the Land Records of Allegany County, Maryland, the said Wilbur K. Bishop having heretofore departed this life leaving the said Janet S. Bishop Heacox, now intermarried with Richard D. Heacox, as sole owner by operation of law.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.




And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-seven Hundred & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

  [SEAL]
Richard D. Heacox
 [SEAL]
Janet S. Heacox

State of Maryland,

Allegany County, to-wit:

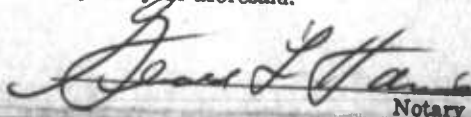
I hereby certify, That on this 8TH day of SEPTEMBER in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Richard D. Heacox and Janet S. Heacox, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.


Notary Public.

FILED AND RECORDED SEPTEMBER 9th 1954 at 10:15 A.M.

This Mortgage. Made this 7th day of September
in the year Nineteen Hundred and Fifty-four, by and between
Charles O. Turner and Mary Turner, his wife,



of Allegany County, in the State of Maryland
part ~~ies~~ of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Charles O. Turner and Mary Turner, his wife,



stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Three Thousand and Fifty-Five Dollars and Ninety-Five Cents
~~Dollars~~ (\$ 3,055.95), to be paid with interest at the rate of six per cent (.6 %) per
annum, to be computed monthly on unpaid balances, in payments of at least
Thirty-Five--Dollars (\$ 35.00) per month ^{including} interest; the first of said monthly
payments being due one month from the date of these presents and each and every month there-
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure
which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section
2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted
with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments
thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Charles O. Turner and Mary Turner,
his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-
LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-
erty, to-wit:

All of the northerly two-thirds of Lot No. 90 and southerly two-
thirds of Lot No. 91 of the Lots as designated on the Amended Plat
of Laing's Addition to Cumberland, Allegany County, Maryland,
recorded in Liber No. 99, folio 721, one of the Land Records of
Allegany County, Maryland, and more particularly described as a
whole by metes and bounds as follows:

BEGINNING for the same at a point $8 \frac{1}{3}$ feet from the beginning
of the first line of Lot No. 90 on the East side of Seymour Street,
said point being at the end of the first line in the deed from The
Real Estate and Securities Company of Allegany County, to Thomas S.
Post dated September 6, 1916, and recorded in Liber No. 119, folio
394, one of the Land Records of Allegany County, Maryland, and
running thence with the first lines of said Lot No. 90 and Lot No. 91,

on the East side of Seymour Street, North 14 degrees 37 minutes East 33 1/3 feet, then South 75 degrees 23 minutes East 100 feet to Clover Alley, then with said alley, South 14 degrees 37 minutes West 33 1/3 feet to the end of the second line in a deed to Thomas S. Post, and reversing said second line, North 75 degrees 23 minutes West 100 feet to the beginning.

It being the same property which was conveyed to Charles O. Turner and Mary Turner, his wife, by Harry I. Alexander and Mary E. Alexander, his wife, and Ina M. Alexander (widow) by deed dated the _____ day of April, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 208, folio 180.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Charles O. Turner and Mary Turner, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Three Thousand and Fifty-Five and 25/100-----Dollars (\$ 3,055.25) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Charles O. Turner and Mary Turner, his wife, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Charles O. Turner and Mary Turner, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Charles O. Turner and Mary Turner, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said Charles O. Turner and Mary Turner, his wife,

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty-One Hundred-----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors

Attest:

Ethel McCarty
Ethel McCarty

Charles O. Turner [SEAL]
Charles O. Turner

Mary Turner [SEAL]
Mary Turner

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 7th day of September
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles O. Turner and Mary Turner, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumber-
land, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is
the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
land, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McCarty
Ethel McCarty-----Notary Public.

Compared and Mailed Delivered MB

To Myrtle City
Oct 7 1954

FILED AND RECORDED SEPTEMBER 9th 1954 at 1:40 P.M.

This Mortgage, Made this 7th day of September
August in the year nineteen hundred and fifty-four, by and between

Clyde L. Stratton and Myrtle A. Stratton, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,



Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

Clyde L. Stratton and Myrtle A. Stratton, his wife,

and indebted unto the said The Liberty Trust Company in the just and full sum of
Sixty-Three Hundred (\$6300.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Clyde L. Stratton and Myrtle A. Stratton, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground lying and being on
Bedford Street in the City of Cumberland, Allegany County, in the State
of Maryland, described as follows, to-wit:

Being all the following part of Lot No. 7 in Blocher's Addition to
the City of Cumberland, being the lower or Southern part of all that
lot or parcel of land, known and distinguished in the Plat of said
Town as Lot No. 7, fronting on Blocher, commonly called Bedford, Street,
31 feet 8 inches and running back 160 feet to and fronting on the
alley behind known as Polk Street, 31 feet 8 inches.

It being the same property which was conveyed unto the said Mort-
gagors by Centre Street Methodist Episcopal Church by deed dated
February 11, 1944, and recorded in Liber No. 198, folio 476, one of the
Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Sixty-Three Hundred (\$6300.00) - - Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
future advances made at the Mortgagee's option, prior to the full pay-
ment of the mortgage debt, but not to exceed in the aggregate the sum
of Five Hundred (\$500.00) Dollars, nor to be made in an amount which
would make the mortgage debt exceed the original amount hereof, pro-
vided the full amount of any such advance is used for paying the cost
of any repair, alterations or improvements to the mortgaged property as
provided by Chapter 923 of the Laws of Maryland passed at the January
session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may
retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments
and public liens levied on said property, and on the mortgage debt and interest hereby intended to

be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said **The Liberty Trust Company**, its successors and assigns, or **George R. Hughes**, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent, to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Sixty-Three Hundred (\$6300.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Clyde L. Stratton (SEAL)
Clyde L. Stratton

Myrtle A. Stratton (SEAL)
Myrtle A. Stratton

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7th day of August in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared **Clyde L. Stratton and Myrtle A. Stratton, his wife,** and **each** acknowledged, the foregoing mortgage to be **their** act and deed; and at the same time, before me, also personally appeared **Charles A. Piper,** President of **The Liberty Trust Company**, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said **Charles A. Piper,** did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James M. Loring
Notary Public

Recorded and Mailed Delivered M.B.
Maryland State Library
 Sept 10 1954

FILED AND RECORDED SEPTEMBER 10th 1954 at 8:45 A.M.

On Real and Personal Property

This Mortgage!

Made this _____ day of September
 in the year Nineteen Hundred and Fifty-four

by and between

WILLIAM E. FISHER and EDNA ALMEDA FISHER, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and

IRVING MILLENSON

of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of Fifteen Hundred Dollars (\$1500.00) this day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$24.86 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, his heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of land lying between Block 7B of Johnson and Doll Addition and Lots 24 through 31 of Block 40 of Johnson's Heights Addition in Cumberland, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a point on the easterly side of Hadden Avenue at a point where the extension of the division line between Lots 6B and 7B of Johnson and Doll Addition intersects said Hadden Avenue, said point being also at the end of a line drawn North 80 degrees 30 minutes West 90 feet from the southwesterly corner of said Block No. 6 of Johnson and Doll Addition, a plat of which is recorded in Plat Box No. 123 among the Land Records of Allegany County, Maryland; and running thence with said side of said Hadden Avenue South 4 degrees West 240 feet to the division line between Johnson's Heights Addition and the Joseph Laing Estate; thence with said division line North 65 degrees 45 minutes East 115 feet; thence North 00 degrees 45 minutes East 181 feet to the end of the division line between Block 6B and 7B of Johnson and Doll Addition; thence with the last mentioned division line extended North 80 degrees 30 minutes West 90 feet to the place of beginning.

IT being part of the same property which was conveyed by the Johnson Realty Corporation to William E. Fisher et ux by deed dated September 15, 1939, and recorded in Deeds Liber 184, folio 571 among the Land Records of Allegany County, Maryland.

SECOND PARCEL:

- 1 1952 Chevrolet Deluxe Style Line Four door sedan
Serial No. 14KKH-50767
Model No. 52KK

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said part ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part y of the second part his executor, administrator or assigns, the aforesaid sum of _____

- - - - FIFTEEN HUNDRED and 00/100 - - - - DOLLARS (\$1500. 00) - - -
together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part y of the second part his heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred and 00/100 - - - - (\$1500.00) - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee his heirs or assigns, to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors,

Witness:

Patty Ann Davis

William E. Fisher [Seal]
WILLIAM E. FISHER

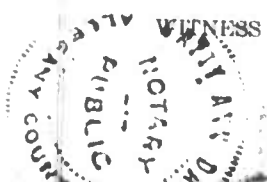
Patty Ann Davis

Edna Almeda Fisher [Seal]
EDNA ALMEDA FISHER

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 9th day of September
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
William E. Fisher and Edna Almeda Fisher, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared
Irving Millenson
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Patty Ann Davis
Notary Public

Compared and Matched
To: *Mary Frostburg Md*
Oct 7 1954

LIBER 307 PAGE 134

FILED AND RECORDED SEPTEMBER 10th 1954 at 9:50 A.M.
PURCHASE MONEY

This Mortgage. Made this 8th. day of September in the year
Nineteen Hundred and Fifty-Four by and between

CHARLES I. SAGER and IDA B. SAGER, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of EIGHT THOUSAND AND NO/100- - - - - Dollars (\$8,000.00) with interest at the rate of six per centum (6%) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Sixty-seven - - - - - \$1/00 Dollars,

(\$67.51) commencing on the 8th. day of October, 1954 and on the 8th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 8th. day of September, 1969, ~~1968~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit: All that lot, piece or parcel of ground situate, lying and being on College Avenue, in Frostburg, Maryland, and being a part of Lot No. 6, in Block No. 15, in Beall's First Addition to said Town of Frostburg, and particularly described as follows, to-wit:

BEGINNING for the same at the end of 127.8 feet on the second line of the whole lot; and running thence with the remaining part of said second line, South 38 degrees 30 minutes East 63.0 feet to the end thereof; thence running with the third line of the aforesaid whole Lot No. 6 and with a 15 foot alley, North 37 degrees 20 minutes East 51.2 feet; thence running with a part of the fourth line of

the whole lot, North 33 degrees 30 minutes West 31.0 feet; thence South 30 degrees 33 minutes West 49.65 feet to the place of beginning, containing 2230 square feet.

BEING the same property which was conveyed to J. Stanley Hunter and wife Dorothy Hunter, his wife, by deed from Mark Duncan, widower, dated November 10, 1906, and recorded in Liber No. 176, folio 234, among the Land Records of Allegany County, Maryland.

BEING also the same property which was conveyed to the said Charles I. Sawyer and wife J. Sawyer, his wife, by deed from J. Stanley Hunter and wife Dorothy Hunter, his wife, of even date herewith, which is intended to be recorded among the Land Records simultaneously with this mortgage which is executed to secure a part of the purchase price of the above described property and is in whole a PURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

EIGHT THOUSAND AND NO/100- - - - - (\$8,000.00) Dollars
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee

receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Ralph M. Race
Ralph M. Race
Ralph M. Race
Ralph M. Race

Charles I. Sager (SEAL)
CHARLES I. SAGER
Ida S. Sager (SEAL)
IDA S. SAGER

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 8th. day of September, in the year Nineteen Hundred and Fifty - Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

CHARLES I. SAGER AND IDA S. SAGER, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *G. Alvin Kreiling* Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said *G. Alvin Kreiling* did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race, Notary Public



FILED AND RECORDED SEPTEMBER 10 1954 at 10:05 A.M.

This Mortgage, made this seventh day of September-----, in the year Nineteen Hundred and fifty-four, by and between Robert P. McGowan and Victoria A. McGowan, husband and wife, of Luke, Allegany County, Maryland.

hereinafter called Mortgagors, which expression shall include their----heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of six hundred and twenty five----- Dollars (\$ 625.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagors, dated the 7th day of September-----, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 15.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 7th day of September, 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagors, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain parcel of land situated in the town of Luke, in Allegany County, Maryland, on the South side of Mullen Avenue, improved with house No. 118 and which was conveyed unto the parties of the first part herein by deed from the West Virginia Pulp and Paper Company, a corporation, dated May 18, 1950 and of record among the land records of Allegany County, Maryland in Liber No. 229 Folio 410. To which deed so recorded a reference is hereby made for a more definite and particular description of the said property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor s . In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least

Six hundred and fifty ----- dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest
Charles J. Laughlin

x Robert P. McGowan
Robert P. McGowan
x Victoria A. McGowan
Victoria A. McGowan

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 7th day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Robert P. McGowan and Victoria A. McGowan, husband and wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth, the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the president of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Charles J. Laughlin
Notary Public

Completed and Mailed Delivered 7/10
To Geo. H. Lyle, Esq.
Oct 7, 1954

FILED AND RECORDED SEPTEMBER 10th 1954 at 1:10 P.M.

This Mortgage, Made this 9TH day of SEPTEMBER in the year Nineteen Hundred and fifty-four by and between William E. Smith and Clara Virginia Smith, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eleven Thousand & 00/100 - - - - (\$11,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-nine & 59/100 - - (\$69.59) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots or parcels of ground situated on the southeast side of Frederick Street, being Lots Nos. 73 and 74 of Schlund's Addition to the City of Cumberland, Allegany County and State of Maryland, and more particularly described as follows, to-wit:

Beginning for the same at an iron stake standing on the southeast side of Frederick Street and at the beginning of Lot No. 73 of the said addition, said stake also stands South 50 degrees and 18 minutes West, 187-9/10 feet, from the concrete marker at the point of intersection of the said southeast side of Frederick Street and the City Limits Line of Cumberland, Maryland, and running then with the said southeast side of Frederick Street (True Bearings and Horizontal Measurements) North 50 degrees and 18 minutes East 130 feet to an iron stake, then leaving the said southeast side of Frederick Street at a right angle, South 39 degrees and 42 minutes East 200 feet to an iron stake, then parallel with the said Frederick Street, South 50 degrees and 18 minutes West 130 feet to an iron stake, and then North 39 degrees 42 minutes West, 200 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Walter P. Schlund and Charles E. Schlund, Executors, dated the 9th day of June, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 259, folio 383.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lezge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand & 00/100 - - - - (\$11,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest

hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

William F. Smith [SEAL]
William F. Smith
Clara Virginia Smith [SEAL]
Clara Virginia Smith

State of Maryland,

Allegany County, to-wit:

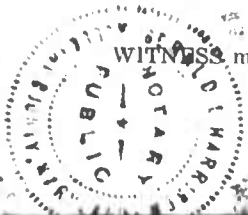
I hereby certify, That on this 9TH day of SEPTEMBER

in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

William F. Smith and Clara Virginia Smith, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.



George W. Legge
Notary Public.

Compared and Mailed Delivery *M.B.*
To Fidelity Savings Bank
3417

LIBER 307 PAGE 142

FILED AND RECORDED SEPTEMBER 10th 1954 at 1:05 P.M.

THIS MORTGAGE, made this 9th. day of September, 1954,
by and between THE EVANGELICAL LUTHERAN CHURCH OF ST. PAUL IN THE TOWN OF FROST-
BURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws
of the State of Maryland, sometimes hereinafter called "Mortgagor", party of the
first part, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARY-
LAND and THE LIBERTY TRUST COMPANY OF CUMBERLAND, Maryland, both banking corp-
orations incorporated under the Laws of the State of Maryland, sometimes here-
inafter called "Mortgagees", parties of the second part.

WITNESSETH:

WHEREAS, the Mortgagor now stands indebted unto the Mortgagees
in the full and just sum of THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS this day
loaned the party of the first part by the parties of the second part, of which
amount the sum of TWENTY-TWO THOUSAND FIVE HUNDRED (\$22,500.00) DOLLARS is owed
The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, and the sum
of TWELVE THOUSAND FIVE HUNDRED (\$12,500.00) DOLLARS is owed The Liberty Trust
Company of Cumberland, Maryland; which said obligations are evidenced by two
promissory notes which the said Mortgagor has signed and delivered to the re-
spective Mortgagees, one payable to The Fidelity Savings Bank of Frostburg,
Allegany County, Maryland, for said sum of TWENTY-TWO THOUSAND FIVE HUNDRED
(\$22,500.00) DOLLARS, with interest at FOUR PER CENTUM (4%) per annum and pay-
able in monthly installments of not less than ONE HUNDRED THIRTY-SIX AND 35/100
(\$136.35) DOLLARS, beginning on the 9th. day of October, 1954, and
thereafter monthly until said indebtedness to said The Fidelity Savings Bank
and interest is paid in full; and the other promissory note which is payable to
The Liberty Trust Company of Cumberland, Maryland, for said sum of TWELVE
THOUSAND FIVE HUNDRED (\$12,500.00) DOLLARS, with interest at FOUR PER CENTUM (4%)
per annum and payable in monthly installments of not less than SEVENTY FIVE AND
75/100 (\$75.75) DOLLARS, beginning on the same day in October, 1954,
and thereafter monthly until said indebtedness to said The Liberty Trust Company
and interest is paid in full.

NOW, THEREFORE, in consideration of the premises, and of the
sum of One Dollar in hand paid, and in order to secure the prompt payment of
the said indebtedness at the maturity thereof, together with the interest there-
on, the said Mortgagor does hereby give, grant, bargain and sell, release,
convey and confirm unto the said Mortgagees, their successors and assigns, the
following property, to-wit:

FIRST PARCEL

ALL that lot, piece or parcel of ground situate, lying and being on the
Southwest corner of Water and Union Streets in the Town of Frostburg, Allegany
County, Maryland, and being the same property which was conveyed to the Trustees
of the First English Evangelical Lutheran Church of Frostburg by deed from

Jacob Steyer, dated July 12, 1864, and recorded in Liber No. 21, folio 785, one of the Land Records of Allegany County, Maryland, to which deed reference is hereby made for a further description of said real estate.

SECOND PARCEL

ALL that lot, piece or parcel of ground adjoining said "First Parcel" which was conveyed to the Trustees of the First English Evangelical Lutheran Church of Frostburg, by deed from Jacob Steyer, dated September 10, 1868, and recorded in Liber No. 31, folio 172, among said Land Records of Allegany County, Maryland, to which deed reference is hereby made for a further description of said real estate.

BEING also the same property which was conveyed to the said Mortgagor, the party of the first part, by deed from the Trustees of the First English Evangelical Lutheran Church of Frostburg, dated August 2, 1954, and now of record among said Land Records of Allegany County, Maryland.

THIRD PARCEL

ALL that lot, piece or parcel of ground adjoining said "Second Parcel" which was conveyed to the Trustees of the First English Lutheran Church of Frostburg, by deed from Lloyd Lowndas et al, dated March 14, 1885, and recorded in Liber No. 86, folio 144, among said Land Records of Allegany County, Maryland.

The aforesaid "First Parcel" and "Third Parcel" being the same property which was conveyed to the said Mortgagor, the party of the first part, by deed from the Trustees of the First English Lutheran Church of Frostburg, dated February 28, 1918, and recorded in Liber No. 123, folio 270, among said Land Records of Allegany County, Maryland.

TOGETHER with the church building, parsonage and other buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the Mortgagor, the party of the first part herein, its successors and assigns do and shall pay to the Mortgagees, the parties of the second part herein, their successors and assigns, the aforesaid sum of THIRTY FIVE THOUSAND (\$35,000.00) DOLLARS together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises, the said Mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any

agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagees, their successors and assigns, or George R. Hughes and Albert A. Doub, their duly constituted attorneys or agents, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Mortgagor, its successors or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the Mortgagor, its successors or assigns.

AND the said Mortgagor further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagees, their successors or assigns the improvements on the hereby mortgaged land to the amount of at least Seventy Thousand - - - - - (\$ 70,000.00) DOLLARS, and to cause the policy or policies issued therefor to be so framed or endorsed as in case of fires, to insure to the benefit of the Mortgagees, their successors or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees, or the Mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the corporate name of The Evangelical Lutheran Church of St. Paul in the Town of Frostburg, Allegany County, Maryland, and the signature of its President, duly attested by its Secretary, with the corporate seal attached, and the signatures of its Board of Trustees, the day and year first above written.

The Evangelical Lutheran Church of St. Paul in the Town of Frostburg, Allegany County, Maryland.

By William J. Yimling
WILLIAM J. YIMLING, PRESIDENT

William C. Starnes
WILLIAM C. STARNES, SECRETARY

W. Carl Layman (SEAL)
W. CARL LAYMAN

Simon W. Green (SEAL)
SIMON W. GREEN
SIMON

Carl L. Fresh (SEAL)
CARL L. FRESH

Noel S. Cook (SEAL)
NOEL S. COOK

Clifford Crowe (SEAL)
CLIFFORD CROWE

Paul LaRue (SEAL)
PAUL LARUE

Everett Lemmert (SEAL)
EVERETT LEMMERT

George Lemmert (SEAL)
GEORGE LEMMERT

Joseph Durst (SEAL)
JOSEPH DURST

Charles Schutz (SEAL)
CHARLES SCHUTZ

Daniel Shupe (SEAL)
DANIEL SHUPE

BOARD OF TRUSTEES

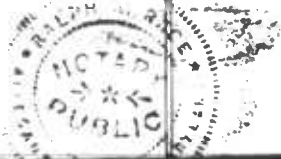
ATTEST TO ALL:

Ralph M. Race
Ralph M. Race

STATE OF MARYLAND, ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, that on this 9th. day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County aforesaid, personally appeared William J. Yingling, President of The Evangelical Lutheran Church of St. Paul in the Town of Frostburg, Allegany County, Maryland, and in behalf of said corporation acknowledged the foregoing Mortgage to be its corporate act and he further made oath that he is the President of said corporation and is duly authorized by it to make this acknowledgement; and at the same time also personally appeared before me W. Carl Layman, Simon W. Green, William C. VanNewkirk, Carl L. Fresh, Noel S. Cook, Clifford Crowe, Paul LaRue, Everett Lemmert, George Lemmert, Joseph Durst, Charles Schutz and Daniel Shupe, who constitute the Board of Trustees and Church Council of said corporation and each acknowledged said Mortgage to be their respective act as Trustees of said corporation; and at the same time, also personally appeared before me G. Alvin Kreiling, Treasurer of The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, one of the within named mortgagees, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth; and the said G. Alvin Kreiling did further in like manner make oath that he is the Treasurer of said Fidelity Savings Bank and is duly authorized by it to make this affidavit;

also, at the same time, personally appeared before me **Thomas L. Keech**,
Vice President of The Liberty Trust Company of Cumberland, Maryland,
the other within named mortgagee, and made oath in due form of law that the
consideration in said mortgage is true and bona fide as therein set forth and
he further, in like manner, made oath that he is the **Vice President** or
said Liberty Trust Company and is duly authorized by it to make this affidavit.
WITNESS my hand and Notarial Seal the day and year last above
written.



Ralph M. Race
Notary Public.
Ralph M. Race

Compared and Marked Correct
in Mayor City
Sept 7, 1954

FILED AND RECORDED SEPTEMBER 10th 1954 at 12:20 P.M.

This Mortgage, Made this 10th day of September

in the year Nineteen Hundred and Fifty-Four, by and between

WILLIAM R. SHANK (single)

of Allegany County, in the State of Maryland

party of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking
corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The party of the first part is indebted unto the party
of the second part in the full and just sum of Fifteen Hundred (\$1500.)
Dollars, this day loaned the party of the first part, which principal
sum, with interest at 5% per annum, is to be repaid by the party of
the first part to the party of the second part in payments of not less
than Twenty-Five (\$25.00) Dollars per month, said payments to be ap-
plied first to interest and the balance to principal; the first of
said payments to be due and payable one month from the date hereof
and to continue monthly until the amount of principal and interest is
paid in full.



Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors or

~~assigns~~ assigns, the following property, to-wit:

ALL those two lots or parcels of ground in or near Cresap-town, in Allegany County, Maryland, known as Lots Nos. 56 and 57 in Section "A" on the Plat of the Cellulose City Addition, and which are described as follows:

LOT NUMBER 56: BEGINNING at a peg on the North side of Fourth Avenue at the intersection of said Avenue with a ten-foot alley, and running thence with Fourth Avenue, North 82 degrees East 25 feet, then North 8 degrees West 100 feet, then South 82 degrees West 25 feet to an alley, then with said alley South 8 degrees East 100 feet to the place of beginning.

LOT NUMBER 57: BEGINNING at a peg on the North side of Fourth Avenue at the end of the first line of Lot No. 56, and running thence with Fourth Avenue, North 82 degrees East 25 feet to the West side of Main Street, and with said street, North 8 degrees West 100 feet, then South 82 degrees West 25 feet to the end of the second line of Lot No. 56, and with said line reversed, South 8 degrees East 100 feet to the place of beginning.

BEING the same property which was conveyed to the party of the first part by the Community Volunteer Fire Company of Cresap-town, by deed dated November 2, 1935, and recorded among the Land Records of Allegany County in Liber No. 174, folio 174.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, his

heirs, executors, administrators or assigns, do and shall pay to the said
party of the second part, its successors

~~executors, administrators or assigns~~ or assigns, the aforesaid sum of

Fifteen Hundred (\$1,500.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~heirs or assigns, or~~ assigns, or William M. Somerville, its,
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
 time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
 and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
 or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
 days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
 berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
 from such sale to apply first to the payment of all expenses incident to such sale, including all
 taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly,
 to the payment of all moneys owing under this mortgage, whether the same shall have been then
 matured or not; and as to the balance, to pay it over to the said

party of the first part, his heirs or assigns, and
 in case of advertisement under the above power but no sale, one-half of the above commission
 shall be allowed and paid by the mortgagor representatives, heirs or assigns.

And the said party of the first part

further covenants to
 insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
 company or companies acceptable to the mortgagee or its successors or
 assigns, the improvements on the hereby mortgaged land to the amount of at least

----- Fifteen Hundred (\$1,500.00) ----- Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee, its successors ~~or~~ or assigns, to the extent
 of its or their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Angela M. Mc Clure William R. Shank [SEAL]
 William R. Shank

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 10th day of September
 in the year Nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

WILLIAM R. SHANK (single)

and acknowledged the foregoing mortgage to be his
 act and deed; and at the same time before me also personally appeared

JOHN H. MOSNER, ~~Cashier~~ of Vice President of
 the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

. WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles Shank
 Notary Public.

FILED AND RECORDED SEPTEMBER 10th 1954 at 1:10 P.M.

purchase money

This Mortgage. Made this 9th day of SEPTEMBER in the year Nineteen Hundred and fifty -four by and between

Eugene J. Pannone and Frances M. Pannone, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty-five Hundred & 00/100 - - - - (\$5500.00) - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Thirty-four & 80/100 - - - (\$34.80) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the easterly side of Maryland Avenue, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 6, of Section D, on the plat of the Gross and Tanzer property, which said plat is recorded in Liber No. 10^b, folio 746, of the Land Records of said County and State, and particularly described as follows, to-wit:

Beginning for the same on the easterly side of Maryland Avenue at the end of the second line of Lot No. 5 of Section D in said addition, and running then with the easterly side of Maryland Avenue, South 39-2/3 degrees West 25 feet; then at right angles to said avenue, South 50-1/3 degrees East 100 feet to a 15 foot alley; then with said alley, North 39-2/3 degrees East 25 feet to the end of the third line of said Lot No. 5, Section D and then reversing said third line, North 50-1/3 degrees West 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Veronica L. Davis et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor ~~s~~ hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-five Hundred & 00/100 - - - (\$5500.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

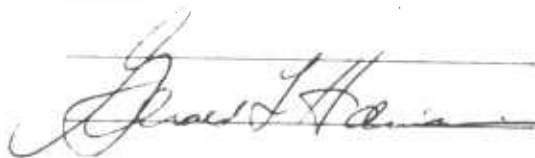

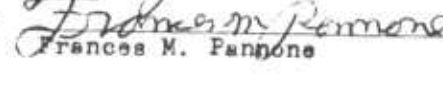
And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

  [SEAL]
Eugene J. Pannone
 [SEAL]
Frances M. Pannone
[SEAL]

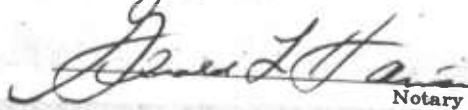
State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 9TH day of SEPTEMBER
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Eugene J. Pannone and Frances M. Pannone, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public.

Computed and Mailed Insurance
To *Wm. G. G. G.*

LIBER 307 PAGE 152

FILED AND RECORDED SEPTEMBER 10th 1954 at 3:30 P.M.
THIS MORTGAGE, Made this 10th day of September, 1954,

by and between Dorothy A. Orndorff and Carl Orndorff, her husband, of Allegany County, Maryland of the first part, hereinafter called Mortgagors, and The Liberty Trust Company, a corporation duly incorporated under the Laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called Mortgagee, WITNESSETH:

WHEREAS, the said Dorothy A. Orndorff and Carl Orndorff, her husband, stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty-Seven Hundred Twenty-Five (\$3725.00) Dollars, payable one year after date with interest from date at the rate of Six per centum (6%) per annum, payable quarterly as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954.

NOW, THEREFORE, in consideration of the premises, and the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Dorothy A. Orndorff and Carl Orndorff, her husband, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that part of tract or parcel of land known as the Marshall Wolford Farm, lying and being situated on the South side of the National Highway formerly called Baltimore and Ohio Turnpike, at the foot and on the East side of Martin's Mountain, about two and one-half miles Westwardly from the Village of Flintstone, in Flintstone Election District No. 3 of Allegany County, State of Maryland, and particularly described by the following metes, bounds courses and distances, to-wit:

BEGINNING for the same at a locust tree bearing six notches, three notches on its North side and three notches on its East side, and witnessed by trees bearing three notches each, being and standing at the end of 19½ perches on the first line of the whole farm, from the beginning of the whole farm, to which reference is hereby made, and running thence with the remainder of said first line, South 36 degrees East 54½ perches to a hickory sapling bearing six notches, and standing on a point of rocks, thence with the second to thirty-eighth and part of the thirty-ninth lines of the



whole farm as follows, South 23 degrees West 26 perches to stake, witnessed by 3 sugar saplings bearing three notches each where a hickory with six notches formerly stood, South 8 degrees East 70 perches to a shell-bark hickory tree bearing twelve notches, South 9 degrees East 21 $\frac{1}{2}$ perches to ironwood tree bearing twelve notches still South 79 degrees East 11 perches to a black oak tree bearing twelve notches, South 84 degrees East 14- $\frac{3}{4}$ perches to a white oak tree bearing twelve notches, South 88 degrees East 11 $\frac{1}{2}$ perches to an old fence, thence with said fence, South 84 degrees East 17 $\frac{1}{2}$ perches to a locust tree bearing twelve notches, South 21 degrees East 41 $\frac{1}{2}$ perches to a hickory tree bearing twelve notches, South 84 $\frac{1}{2}$ degrees East 29- $\frac{3}{4}$ perches to stone planted in fence corner, South 85 degrees East 35- $\frac{3}{4}$ perches to locust tree bearing twelve notches, South 84 degrees East 14 perches to stake, South 87 degrees East 15 $\frac{1}{2}$ perches to a stone planted North 29 $\frac{1}{2}$ degrees East 12 perches to a black walnut tree bearing twelve notches standing at the corner of the fence on top of the first ridge South from the barn, South 82 degrees East 22 $\frac{1}{2}$ perches and 4 links to stake, South 88 degrees East 10 perches to a hickory tree bearing twelve notches, North 27 degrees East 29 perches into the County road, thence down and with said road, North 48 degrees East 17 $\frac{1}{2}$ perches still with said road, North 24 $\frac{1}{2}$ degrees East 21 $\frac{1}{2}$ perches, then leaving said road and running down and with the Dickerson Hollow County Road, South 53 degrees East 12- $\frac{3}{4}$ perches, then leaving said Dickerson Hollow Road, North 38 $\frac{1}{2}$ degrees East 21- $\frac{3}{4}$ perches to stake, North 34 degrees East 11 $\frac{1}{2}$ perches, North 72 $\frac{1}{2}$ degrees West 3 perches to stake about 20 feet from large rock, it also being at the end of 67 $\frac{1}{2}$ perches on the 4th line of a tract of land called Cresaps Neglect; thence running with the lines as set forth in a deed from James Crawford and Elizabeth Crawford, his wife, to Samuel Wolford, bearing date of February 2, 1865, and recorded in Liber H. R. #22, folio 464, one of the Land Records of Allegany County, Maryland, thence running across said big rock, North 75 $\frac{1}{2}$ degrees West 35 perches to a division fence between said James Crawford and Amos Ash, thence with said fence, North 79 degrees West 7 perches West 14 perches, North 69 degrees West 29 perches, North 87 degrees West 12 perches, North 74 degrees West 8 perches, North 60 degrees West 5 perches, North 40 degrees West 67 perches and 5 feet, to the aforesaid mentioned Turnpike Road, at this present time generally known as the National Highway, thence up and with the South side of said road, the 8 following lines, South 76 degrees West 44 perches, North 63 degrees West 10 perches, North 21 degrees West 24 perches,

North 31 degrees West 30 perches, North 25 degrees West 20 perches, North 76 degrees West 6 perches, South 78 degrees West 34 perches, South 82 degrees West 44 perches, then leaving said road, and also leaving the original outside lines of said whole farm and running across said farm along the East side of Martin's Mountain the following lines, which were surveyed on March 9, 1929, as follows: South 1 degree East 9 perches to a white pine tree bearing six notches, thence South 45 $\frac{1}{2}$ degrees West 58 $\frac{1}{2}$ perches to the place of beginning, containing 286 $\frac{1}{2}$ acres, more or less.

EXCEPTING, HOWEVER, from the above described tract or parcel of land, those two parcels of land which were conveyed unto Martin L. Johnson by Martin L. Johnson, Trustee and Bessie L. Johnson by deed dated March 10, 1939, and duly recorded among the Land Records of Allegany County. The two parcels so excepted contain in the aggregate 5.3 acres, more or less.

It being the same property which was conveyed by Martin L. Johnson, Trustee, and others unto Banner Shipley, unmarried and Ira O. Shipley and Dorothy A. Shipley, his wife, by deed dated March 10, 1939, and recorded in Liber No. 183, folio 383, one of the Land Records of Allegany County. The said Banner Shipley, unmarried, conveyed all his right, title and interest in and to said property unto Ira O. Shipley and Dorothy A. Shipley, his wife, by deed dated December 17, 1946, and recorded in Liber 212, folio 627 of said Land Records. The said Ira O. Shipley has since departed this life, thus vesting the complete title in and to said property unto his widow, Dorothy A. Shipley. The said Dorothy A. Shipley has since remarried and is now Dorothy A. Orndorff, the wife of Carl Orndorff.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators, or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Thirty-Seven Hundred Twenty-Five (\$3725.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under

this mortgage if the said Mortgagors shall, except by reason of death cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 203 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default be made, and no longer, the Mortgagors may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said Mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first to the payment of all ex-

penses incident to such sale, including taxes, and all premiums of insurance paid the by Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Thirty-Seven Hundred Twenty-Five (\$3725.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

Dorothy A. Orndorff (SEAL)
DOROTHY A. ORNDORFF

WITNESS:

Thomas L. Keech

Carl Orndorff (SEAL)
CARL ORNDORFF

STATE OF MARYLAND
ALLEGANY COUNTY

TO WIT:

I HEREBY CERTIFY, That on this 10th day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Dorothy A. Orndorff and Carl Orndorff, her husband, and each ac-

knowledgeed the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee, and he made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.

James M. Dorley
NOTARY PUBLIC

FILED AND RECORDED SEPTEMBER 10 1954 at 3:30 P.M.

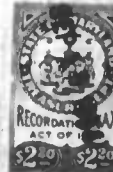
This Mortgage, Made this 10th day of

September in the year nineteen hundred and fifty-four, by and between Leah B. Twigg, widow, Virginia Lee Twigg, unmarried, of Allegany County, Maryland, and Betty Jane Davis and Benjamin L. Davis, her husband, of Roanoke, Virginia, but temporarily sojourning in Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Leah B. Twigg, widow, Virginia Lee Twigg, unmarried, Betty Jane Davis and Benjamin L. Davis, her husband, stand indebted unto the said The Liberty Trust Company in the just and full sum of Thirty-One Hundred (\$3100.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Leah B. Twigg, widow, Virginia Lee Twigg, unmarried, Betty Jane Davis and Benjamin L. Davis, her husband,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated and lying in Flintstone, Allegany County, in the State of Maryland, known and described as follows:

BEGINNING at a point where the National Turnpike and Murley Branch Road intersects, and running thence, South 28 $\frac{1}{2}$ degrees West 122 feet, more or less, South 58 $\frac{1}{2}$ degrees East 85 feet, North 28 $\frac{1}{2}$ degrees East to the limits of the Turnpike Road, then with the limits of the Turnpike Road to the beginning.

It being the same property which was conveyed by Richard S. Bell and William H. Cole, Trustees, unto Laura M. Browning, by deed dated August 17, 1918, and recorded in Liber 125, folio 336, one of the Land Records of Allegany County. The said Laura M. Browning subsequently departed this life and by her Last Will and Testament which was probated on December 13, 1938, and recorded in Wills Liber S, page 214 in the Office of the Register of Wills for Allegany County, she devised said property unto her daughter, Leah B. Twigg, for the balance of her natural life and then to her children, all of whom are parties to this Mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-One Hundred (\$3100.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to

apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirty-One Hundred (\$3100.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James M. Arley

Leah B. Twigg (SEAL)
Leah B. Twigg

Virginia Lee Twigg (SEAL)
Virginia Lee Twigg

Betty Jane Davis (SEAL)
Betty Jane Davis

Benjamin L. Davis (SEAL)
Benjamin L. Davis

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 10th day of September in the year nineteen hundred and fifty-four

before me, the subscriber, a Notary Public of the

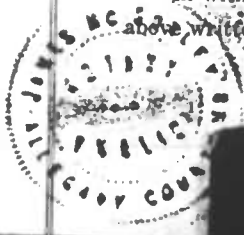
State of Maryland in and for the county aforesaid, personally appeared Leah B. Twigg, widow, Virginia Lee Twigg, unmarried, Betty Jane Twigg and Benjamin L. Twigg, her husband,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

above written.



James M. Arley
Notary Public

Unrecorded and Mailed September 15, 1954
To Mortgagee
By Mortgagor

LIBER 307 PAGE 160

FILED AND RECORDED SEPTEMBER 15th 1954 at 9:10 A.M.

This Mortgage, Made this 13th day of
September in the year nineteen hundred and fifty-four, by and between

Paul J. Shanski and Josephine M. Shanski, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Paul J. Shanski and Josephine M. Shanski, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of

One Thousand (\$1,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Paul J. Shanski and Josephine M. Shanski, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that part of the lot of ground lying and being in the City of
Cumberland, Allegany County, Maryland, known as part of Lot No. 38
in Snyder's Addition to Cumberland, described as follows:

BEGINNING for the said part at the end of the first line of the
whole lot on the East side of Lena Street, and running thence with
said Street and reversing said first line, South 19 $\frac{1}{2}$ degrees West 24
feet; then South 71 $\frac{1}{2}$ degrees East 6 feet to the Northwest corner of
the dwelling house of the late George Appel, deceased; and the North
and part of the East wall thereof, South 71 $\frac{1}{2}$ degrees East 22 $\frac{1}{2}$ feet;
South 18-3/4 degrees West 2 feet; then through the centre of the whole
lot, South 65 $\frac{1}{2}$ degrees East 110 $\frac{1}{2}$ feet to Dry Run; then reversing the
third and second line of said whole lot, North 25 $\frac{1}{2}$ degrees East 25
feet; North 65 $\frac{1}{2}$ degrees West 139 feet to the beginning.

It being the same property which was conveyed unto the said
Mortgagors by Thomas I. Logsdon and wife, by deed dated the 15th day
of August, 1944, and recorded in Liber No. 201, folio 152, one of the
Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
One Thousand (\$1,000.00) - - - - - Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
future advances made at the Mortgagee's option, prior to the full pay-
ment of the mortgage debt, but not to exceed in the aggregate the sum
of Five Hundred (\$500.00) Dollars, nor to be made in an amount which
would make the mortgage debt exceed the original amount hereof, pro-
vided the full amount of any such advance is used for paying the cost

of any repair, alterations or improvements to the mortgaged property as provided by Chapter 903 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Paul J. Shanski (SEAL)
Paul J. Shanski

Thomas L. Keech

Josephine M. Shanski (SEAL)
Josephine M. Shanski

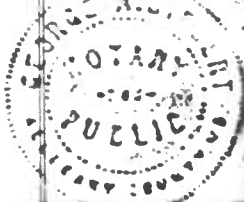
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 13th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Paul J. Shanski and Josephine M. Shanski, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said.

corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



Georg S. S. S.
Notary Public

Filed and Recorded September 14, 1954
Maryland

FILED AND RECORDED SEPTEMBER 14" 1954 at 9:15 A.M.

purchase money

This Mortgage, Made this 10th day of September
in the year Nineteen Hundred and Fifty-four, by and between

Robert J. Snyder and Mary C. Snyder, his wife,

of Alleghany County, in the State of Maryland
part 1st of the first part, and

the Second National Bank of Cumberland, a national banking
corporation with its principal place of business in Cumberland

of Alleghany County, in the State of Maryland
part 2 of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the second part in the full and just sum of \$6300.00 with interest at the rate of $4\frac{1}{2}$ per cent per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 15 year period by the payment of at least \$48.20 per month, the first monthly payment being due and payable one month from the date of these presents and each and every month thereafter until the whole principal together with the interest accruing thereon is paid in full, said monthly payment being first applied to the accrued interest and the balance to the principal, to secure which said principal together with the interest accruing thereon these presents are executed. Privilege is reserved to repay at any time, without premium or fee, the entire indebtedness or any part thereof not less than the amount of one installment, or \$100.00 whichever is less.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Robert J. Snyder and Mary C. Snyder, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

Second National Bank of Cumberland, its successors
~~whom~~ and assigns, the following property, to-wit:

All that lot or parcel of ground on the westerly side of Massachusetts Avenue in Mapleside Addition to Cumberland, in Cumberland, Allegany County, Maryland, known as part of Lot No. 210 in Mapleside Addition to Cumberland, a plat of which said addition is recorded in Liber 1, folio 30 one of the Plat Records of Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same on the westerly side of Massachusetts Avenue at the end of the first line of the deed from Nora Hewitt, et vir, to Robert S. Shenholtz dated November 13, 1919, which is recorded in Liber 130, folio 492, one of the Land Records of Allegany County, Maryland, and running then with the second line of said deed, being also with the second line of said whole lot, North 79 degrees 50 minutes West 100 feet to a 15 foot alley, then with said alley North 10 degrees 10 minutes East 38 feet, then South 79 degrees 50 minutes East 100 feet to Massachusetts Avenue at the end of twelve feet on the first line of said whole Lot No. 210, and then with Massachusetts Avenue South 10 degrees 10 minutes West 38 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Frenis W. Hoffman and Mabel V. Hoffman, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Robert J. Snyder and Mary C. Snyder, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said Second National Bank of Cumberland, its successors ~~xxxxxxx~~ or assigns, the aforesaid sum of

Sixty-three Hundred & 00/100 - - - - - (\$6300.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Robert J. Snyder and Mary C. Snyder, his wife,

may hold and possess the aforesaid property, upon paying in

the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Robert J. Snyder and

Mary C. Snyder, his wife,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Second National Bank of Cumberland, its successors

~~and assigns, or~~ Harry I. Stegmaler
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Robert J. Snyder and

Mary C. Snyder, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said Robert J. Snyder and Mary C. Snyder, his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least

Sixty-three Hundred & 00/100 - - - - - (\$6300.00) - - - - Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~their~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Angela M. McClure Robert J. Snyder [SEAL]
Angela M. McClure Mary C. Snyder [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 10th day of September
in the year nineteen hundred and fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert J. Snyder and Mary C. Snyder, his wife,

and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Joseph M.

Naughton, President of the Second National Bank of Cumberland,
the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Michael A. Schaefer
Notary Public.



FILED AND RECORDED SEPTEMBER 14th 1954 at 9:55 A.M.

This Mortgage, Made this 11th day of September
in the year Nineteen Hundred and Fifty-four _____, by and between

Roy Burt Whitson and Crystal Mae Whitson, his wife,
and R. Margaret Hamilton, divorced,

of Allegany County, in the State of Maryland
parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Roy Burt Whitson and Crystal Mae Whitson, his wife,
and R. Margaret Hamilton, divorced,
stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Seventy-Five Hundred Dollars-----
~~Dollars~~ (\$ 7500.00), to be paid with interest at the rate of six per cent (6 %) per
annum, to be computed monthly on unpaid balances, in payments of at least Sixty-Two and
50/100-----Dollars (\$ 62.50) per month plus interest; the first of said monthly
payments being due one month from the date of these presents and each and every month there-
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure
which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section
2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted
with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments
thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Roy Burt Whitson and Crystal Mae
Whitson, his wife, and R. Margaret Hamilton, divorced,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-

LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

FIRST: All that certain piece or parcel of ground, situated, lying and being on the Northeasterly side of Columbia Street, in the City of Cumberland, Allegany County, Maryland, being a part of the S. E. W. Butler Estate property, and more particularly described as follows:

BEGINNING for the same at a chiseled mark on the stone coping of a wall that bounds the Northeasterly side of Columbia Street, said mark being distant North 29 degrees 36 minutes West 38.86 feet from the angle in said wall (on the Street line of the Hartsock property), and running thence with said coping North 29 degrees 36 minutes West 33.2 feet to a chiseled mark on said coping, thence North 34 degrees 14 minutes East 103.5 feet to a stake on the Southwesterly line of an 18 foot alley, thence with said alley line South 54 degrees 25 minutes East 31 feet to a stake in line with the center partition wall of a

double house on property being described, and thence South 34 degrees 47 minutes West 116.29 feet with said line through the center of said partition wall, and continuing beyond to the Northeasterly line of Columbia Street and the beginning.

IT BEING the same property which was conveyed unto the said Roy Burt Whitson and Crystal Mae Whitson, his wife, (as Roy B. Whitson and Crystal M. Whitson, his wife), and to R. Margaret Hamilton, by Robert G. Klingler and Mary M. Klingler, his wife, by deed dated the _____ day of _____, 1954, and to be recorded among the Land Records of Allegany County, Maryland.

SECOND: All that lot, piece or parcel of land situated, lying and being on the Westerly side of City View Terrace, in the City of Cumberland, Allegany County, Maryland, and known and designated as Lot No. 64 in the Holzshu Addition to Cumberland, which said property is more particularly described as follows:

BEGINNING for the same at a point on the Westerly side of City View Terrace and at the intersection of the West side of City View Terrace with the Northerly side of a 6 foot alley or pathway, and running thence with said side of said alley or pathway, North 82 degrees 15 minutes West 67.42 feet to a 12 foot alley, thence with said 12 foot alley North 1 degree West 30.35 feet to the division line between Lots Nos. 64 and 65 in said Addition, and with said division line South 82 degrees 15 minutes East 72.05 feet to the West side of City View Terrace, and with it South 7 degrees 45 minutes West 30 feet to the place of beginning.

IT BEING the same property which was conveyed or was intended to be conveyed to Roy Burt Whitson and Crystal Mae Whitson, his wife, by George A. Bowman and Mary Bowman, his wife, by deed dated October 10, 1923, and recorded in Liber 144, folio 662 among the Land Records of Allegany County, Maryland, in which said deed this property was erroneously described as Lot No. 63 and which said property has been in the continued, uninterrupted adverse possession of Roy Burt Whitson and Crystal Mae Whitson, his wife, under claim of paper title from 1923 down to the present time.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Roy Burt Whitson and Crystal Mae Whitson, his wife, and R. Margaret Hamilton, divorced, their heirs, executors, administrators or assigns, do and shall pay to the said

CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Seventy-Five Hundred----- Dollars (\$ 7500.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Roy Burt Whitson and Crystal Mae Whitson, his wife, and R. Margaret Hamilton, divorced may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said ROY Burt Whitson and Crystal Mae Whitson, his wife, and R. Margaret Hamilton, divorced. hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Roy Burt Whitson and Crystal Mae Whitson, his wife, and R. Margaret Hamilton, divorced, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor as, their representatives, heirs or assigns.

And the said Roy Burt Whitson and Crystal Mae Whitson, his wife, and R. Margaret Hamilton, divorced, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Seventy-five Hundred----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and, to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

Ethel McCarty
Ethel McCarty

Roy Burt Whitson [SEAL]
Roy Burt Whitson
Crystal Mae Whitson [SEAL]
Crystal Mae Whitson
R. Margaret Hamilton [SEAL]
R. Margaret Hamilton

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 11th day of September in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Roy Burt Whitson and Crystal Mae Whitson, his wife, and R. Margaret Hamilton, divorced,

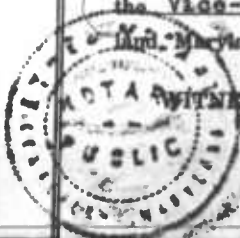
and they acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Ethel McCarty
Ethel McCarty --- Notary Public.

Compared and Mailed Dated 10/1/54
to Mr. & Mrs. H. P. Whitworth
at 215 S. 19 S.

LIBER 307 PAGE 168

FILED AND RECORDED SEPTEMBER 14 1954 at 10:20 A.M.

This Mortgage, made this Ninth----- day of September-----, in the year Nineteen Hundred and fifty four, by and between Daphne Brann and Naomi Brann, of Westernport, Allegany County, State of Maryland-----



----- hereinafter called Mortgagors, which expression shall include their---- heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of fifty four hundred -----Dollars (\$ 5400.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagors, dated the 9th. day of September-----, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 60.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 9th. day of September, 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

Those two certain parcels of land situated in the town of Westernport, Allegany County, Maryland, known and designated as lots numbers sixty nine and seventy in Morrison's Third Addition to the town of Westernport, Allegany County, Maryland. Each of said lots fronting fifty feet on Wood Street and extending back 113 feet to Hill Alley. Being the same two lots of ground which were conveyed unto the parties of the first part herein as joint tenants with the right of survivorship, by deed from H. P. Whitworth, Jr. and Clarence Lippel, Trustees, dated September 25, 1951 and duly recorded among the land records of Allegany County, Maryland. To which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

Recorded in Liber No. 235 Folio 403.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers

to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least fifty-four hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:
Charles J. Laughlin

x Daphne Brann (SEAL)
Daphne Brann
x Naomi Brann (SEAL)
Naomi Brann

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 9th day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Daphne Brann and Naomi Brann

the within named Mortgagors, and acknowledged the foregoing mortgage to be their voluntary act and deed. And at the same time, before me, also personally appeared Horace R. Whitworth,

the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona

fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard C. Whitworth
Notary Public
ALLEGANY CO. MARYLAND

Unimproved and Matted Pasture
To Mortgagee Horace P. Whitworth
Sept 7 1954

LIBER 307 PAGE 170

FILED AND RECORDED SEPTEMBER 14 1954 at 10:20 A.M.

This Mortgage, made this NINTH----- day of September-----, in the year Nineteen Hundred and fifty four, by and between John R. Bryan and Emma Bryan, husband and wife, of Luke, Allegany County, Maryland.-----

----- hereinafter called Mortgagors, which expression shall include their--- heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of thirty one hundred and twenty five Dollars (\$ 3125.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagors, dated the ninth day of September-----, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 35.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 9th. day of September, 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

That certain lot of ground in the town of Luke, Allegany County, Maryland, being a part of lot No. 199, situated on the East side of Pratt Street, improved by dwelling house No. 408, and being the same property which was conveyed unto the parties of the first part herein by deed from The West Virginia Pulp and Paper Company, dated August, 17, 1950, and which deed is ~~####~~ recorded among the land records of Allegany County, Maryland as of September 22, 1950, and to which deed, so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least thirty one

hundred and twenty five -----
dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case
of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and
to place such policy or policies forthwith in possession of the Mortgage and to pay the premium or pre-
miums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:

Charles J. Laughlin

x *John R. Bryan* (SEAL)
John R. Bryan

(SEAL)

x *Emma Bryan* (SEAL)
Emma Bryan

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this ninth day of September, in the year
1954, before me, the subscriber, a Notary Public of the State of Maryland,
in and for said County, personally appeared, John R. Bryan and Emma Bryan, his wife

the within named Mortgagors, and acknowledged the foregoing mortgage to be their
act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth
the President of The Citizens National Bank of Westernport, Maryland, the within named
Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona
fide as therein set forth and that he is the President of said Mortgagee, duly authorized
to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard H. Whitworth
Notary Public

FILED AND RECORDED SEPTEMBER 14th 1954 at 10:45 A.M.

THE NATIONAL BANK OF KEYSER, WEST VIRGINIA, a corporation, releases a Mortgage
made by James Harrison Frankhouser and Elva V. Frankhouser, his wife, in favor
of The National Bank of Keyser, West Virginia, dated the 8th day of September,
1948 and recorded in Liber J.E.B. 216 Folio 186, Mortgage, one of the Records
of Allegany County, Maryland, INSOFAR only as said Mortgage is a lien on the

following described real estate, to-wit:

All that certain tract or parcel of land lying on the west side of the McMullen Highway (U.S. Route No. 220) one mile northward from the village of McCoolle, in Election District No. 31, Allegany County, Maryland and described by metes and bounds as follows, to-wit:

BEGINNING at an iron stake, located N. 60 deg. 10' E. 700 feet from a concrete marker, the last corner of a tract conveyed to Frank Dominic and wife by deed dated February 10, 1947, and of record in Liber No. 214, Folio 559, and running thence from said iron stake (which is located 12 feet from said road line) N. 29 deg. 59' West 250 feet to another iron stake; thence N. 60 deg. 10' E. 50 feet to another iron stake; thence S. 29 deg. 59' E. 250 feet to an iron stake 12 feet short of the west boundary line of said highway, thence running parallel to said road line and 12 feet westward therefrom S. 60 deg. 10' West 50 feet to the place of the BEGINNING, containing 12500 sq. ft by calculation (0.287 acres).

Also a 12 foot strip or driveway lying between the above described property and Route 220, also known as McMullen Highway, but excepting and reserving unto the said grantors, their heirs and assigns, full and free right and liberty at all times hereafter, in common with all other persons who may hereafter have the like right and in common with other persons who may own and occupy lots formerly a part of the property of said owners and fronting on said U.S. Route 220, to use said twelve foot strip at all times and for all purposes connected with the use and occupancy of said grantors other lands.

The above conveyed by James H. Frankhouser and wife to Axle G. Marteney and Clara A. Marteney, by deed dated the 11th day of August, 1954.

But it is expressly understood that said Mortgage executed in favor of said, The National Bank of Keyser, West Virginia, on the 8th day of September, 1948 and recorded in Liber J.E.B. 216, Folio 186, Mortgage, one of the Records of Allegany County, Maryland shall in all other respects be in full force and effect. It being understood that this release shall apply only to the land herein described, but to no other mentioned in said Mortgage.

IN WITNESS WHEREOF, the said The National Bank of Keyser has caused the foregoing release to be signed by its President and has caused its Corporate seal to be hereto affixed this the 12th day of August, 1954.

THE NATIONAL BANK OF KEYSER, W.VA. a corporation.

BY

P.J. Davis
P.J. Davis, its President.



State of West Virginia,
County of Mineral, to-wit:

I

James J. Pifer

a Notary Public

in and for said County and State do certify that P.J. Davis, President who signed the writing above for The National Bank of Keyser, West Virginia, a corporation, bearing date the 12th day of August, 1954 has this day in my said County, before me, acknowledged the said writing to be the act and deed of said corporation.

Given under my hand and Notarial Seal this the 12th day of August, 1954.

My commission expires April 15, 1963



P.J. Davis
Notary Public

FILED AND RECORDED SEPTEMBER 14" 1954 at 11:20 A.M.

This Mortgage. Made this 10TH day of SEPTEMBER in the

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between
Quentin L. Griffey and Hazel R. Griffey, his wife,

of Allegany County, in the State of Maryland
parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seventy-four Hundred & 00/100 - - - - (\$7400.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the date of 5 per cent. per annum, in the manner following:

By the payment of Fifty-eight & 52/100 - - - - (\$58.52) - - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.



Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagor ~~do~~ give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

First Parcel:

All that lot or parcel of ground situated on a 20 foot street now known as Front Street in the Village of Ellerslie, Allegany County, Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at the corner of the lot owned and occupied by James Buchanan (in 1895) and running then along a twenty foot street, now known as Front Street, South 78 degrees West 50 feet to the corner of the lot owned by W. H. Riley (in 1895) and running then with the line of said Riley lot, 179 feet to a post, then North 78 degrees East 50 feet to the corner of said Buchanan lot, then with the line of said Buchanan lot, 178.9 feet to the place of beginning.

Being the same property conveyed by Ralph E. Devore and Agnes Devore, his wife, by deed dated the 6th day of December, 1946, which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 212, folio 518.

Second Parcel: All that lot, piece or parcel of land situated on the northerly side of Front Street in the Town of Ellerslie, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning at a stake on the northerly side of Front Street at the beginning of the first line of the land conveyed by deed dated May 21, 1924, by Hannah A. Henderson to Irvin S. Lowery, and recorded in Deed Liber No. 147, folio 147, Land Records of Allegany County, Maryland, then with the northerly side of Front Street and with said first line South 84 degrees 40 minutes West 35 feet to a stake at a fence post, then North 8 degrees 0.5 minutes West 130 feet with a division fence to a stake, then North 84 degrees 40 minutes East 35 feet, then South 8 degrees 0.5 minutes East 130 feet to the place of beginning, as surveyed by Carl A. Lowe, Civil Engineer, on March 29, 1946.

Being the same property which was conveyed by Elmer V. Stuby and Jewel D. Stuby, his wife, to Quentin L. Griffey and Hazel R. Griffey, his wife, by deed dated the 25th day of February, 1950, which is recorded among the Land Records of Allegany County, Maryland, in Liber No. 228, folio 144.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagor s, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-four Hundred & 00/100 - - (\$7400.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagor s, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagor s, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor s, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

Francis J. Hess

Quentin L. Griffey (SEAL)
Quentin L. Griffey
Hazel R. Griffey (SEAL)
Hazel R. Griffey

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 10TH day of SEPTEMBER
in the year nineteen hundred and ~~forty~~ fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Quentin L. Griffey and Hazel R. Griffey, his wife,
the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as therein set forth, and did further make oath
in due form of law that he had the proper authority to make this affidavit as agent for the said
mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.
George W. Legge
Notary Public

Compared and ~~Witnessed~~ Delivered *MPB*
To *Geo. W. Legge*
Oct 7, 1954

FILED AND RECORDED SEPTEMBER 14th 1954 at 11:30 A.M.

PURCHASE MONEY

This Mortgage, Made this 10TH day of SEPTEMBER in the
year Nineteen Hundred and fifty -four by and between
Francis Joseph Hess and Beulah O. Hess, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Seventy-two Hundred & 00/100 - - - - (\$7200.00) - - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4½ per cent. per annum, in the manner following:

By the payment of Forty-five & 55/100 - - - (\$45.55) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated on the south-westerly side of the Uhl Highway, about 11 miles from the City of Cumberland, in Election District No. 2, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at the end of the fourth line of a certain deed from Ira P. Lewis et ux, to Gerald R. Lewis et ux, dated March 23, 1953, and recorded in Liber 248, folio 452, among the Land Records of Allegany County, and running then with said fourth line reversed and extended South 31 degrees West 188.75 feet to the end of the third line of a certain deed from Ira P. Lewis et ux, to Paul C. Lamp et ux, dated October 12, 1953, and recorded in Liber 254, folio 33, among the aforesaid Land Records; then reversing the third and second lines of said last mentioned deed North 40 ¾ degrees West 406 feet to a steel stake, then North 31 degrees East 63 feet to a black oak tree standing on the southerly side of the Uhl Highway, and running then with the southerly side of said Uhl Highway South 59 degrees East 385.75 feet to the place of beginning,

Including all of the rights, easements and privileges, and subject to the conditions, covenants and agreements concerning the construction, maintenance and repair of a certain water pipe line and the use of water from "Seven Springs Run", expressly reversed and excepted in a certain deed from Ira P. Lewis and Bernice M. Lewis, his wife, to Paul C. Lamp, et ux, dated October 12, 1953, and recorded in Liber 254, folio 33, to which said deed specific reference is hereby made for a more particular recital of said rights, easements, privileges, conditions, covenants and agreements.

Being the same property which was conveyed unto the parties of the first part by deed of Ira P. Lewis and Bernice M. Lewis, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Ledge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seventy-two Hundred & 00/100 - - - (\$7200.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no

waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors,

Attest:

George W. Legge

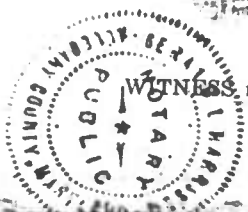
Francis Joseph Hess [SEAL]
Francis Joseph Hess
Beulah O. Hess [SEAL]
Beulah O. Hess

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 10TH day of SEPTEMBER
in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Francis Joseph Hess and Beulah O. Hess, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED SEPTEMBER 14th 1954 at 11:20 A.M.

This Mortgage, Made this 10TH day of SEPTEMBER in the
year Nineteen Hundred and fifty -four by and between
James A. Smith and Marie L. Smith, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:



Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Twelve Thousand Three Hundred & 00/100 - - - (\$12,300.00) Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of \$150.00 per month until 5 years from the date of
~~these presents and thereafter \$100.00 per month.~~

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that property on Johnson Heights in Cumberland,
Allegany County, Maryland, known as Lots Nos. 3, 4, 5, 6, 7 and 8
of Block No. 33 as shown on a revised plat of Johnson Heights
Addition, dated April, 1936 and recorded on May 28, 1936, among the
Land Records of Allegany County, Maryland, in Plat Liber 1, folio
b2, and the property hereby conveyed being described as follows, to
wit:

Beginning at a point on the southerly side of Penhurst
Street where the line dividing Lots Nos. 2 and 3, Block No. 33 inter-
sects the same, and running then along the southerly side of the said
Penhurst Street North 88 degrees 10 minutes East 210 feet to the
line dividing Lots Nos. 8 and 9, Block No. 33, then along said
dividing line at right angles to said street South 1 degree 50 minutes
East 125 feet to an alley, then along said alley South 88 degrees 10
minutes West 210 feet to the aforesaid line dividing Lots Nos. 2 and
3, and then with it North 1 degree 50 minutes West 125 feet to the
place of beginning. All courses refer to true North.

Being the same property which was conveyed unto the parties
of the first part by three deeds, the first from Pearl Green and William

L. Wilson, Jr., Attorney in Fact, dated April 24, 1953, recorded in Liber No. 249, folio 304 Allegany County Land Records, the second from Robert A. Myers and Nellie K. Myers, his wife, dated April 27, 1953, recorded in Liber No. 249, folio 306 Allegany County Land Records, and the third from Charles L. Watson and Alyce R. Watson, his wife, dated April 27,¹⁹⁵³ recorded in Liber No. 249, folio 308 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand Three Hundred & 00/100 - (\$12,300.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the

mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

James A. Smith [SEAL]
James A. Smith

Marie L. Smith [SEAL]
Marie L. Smith

Marie L. Smith [SEAL]
Marie L. Smith

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 10 TH day of SEPTEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

James A. Smith and Marie L. Smith, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED SEPTEMBER 14th 1954 at 11:30 A.M.

purchase money

This Mortgage, Made this 10TH day of SEPTEMBER in the
year Nineteen Hundred and fifty-four by and between

Lona A. Allison, widow,

of Allegany County, in the State of Maryland, party of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Sixty-seven Hundred Fifty & 00/100 - - - (\$6750.00) - - - Dollars,

which said sum the mortgagors agrees to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Forty-two & 73/100 - - - (\$43.73) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land, situate, lying and being on the northerly side of Shawnee Avenue, in the City of Cumberland, Allegany County, Maryland, being a part of Lots Nos. 4 and 5, of Section H, in the Cumberland Improvement Company's Northern Addition to Cumberland, a plat of which said addition is recorded in Liber 85, folio 339 one of the Land Records of Allegany County, Maryland, and which lot hereby conveyed is more particularly described as follows, to-wit:

Beginning for the same at a point on the northerly side of Shawnee Avenue distant 160 feet measured in a westerly direction along the northerly side of said Shawnee Avenue from its intersection with the westerly side of Holland Street, and running then with the northerly side of said Shawnee Avenue, North 68 degrees 45 minutes West 45 feet; then at right angles to said Shawnee Avenue, North 21 degrees 15 minutes East 90 feet, then South 68 degrees 45 minutes East 45 feet, and then South 21 degrees 15 minutes West 90 feet to the northerly side of said Shawnee Avenue at the place of beginning.

Being the same property which was conveyed unto the party of the first part by deed of George F. Reissig and Mary U. Reissig, his wife,

of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant s to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant s generally to, and covenant s with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant s to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant s to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-seven Hundred Fifty & 00/100 - - - (\$6750.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and person-

al representatives, do ~~as~~ hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

Lona A. Allison

[SEAL]

Lona A. Allison

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 10TH day of SEPTEMBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Lona A. Allison, widow,

the said mortgagors herein and she acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Computed and Mailed Delinquent
To Mortgagee
1954

FILED AND RECORDED SEPTEMBER 14" 1954 at 1:05 P.M.
PURCHASE MONEY

This Mortgage, made this thirteenth day of September-----, in the year Nineteen Hundred and fifty four, by and between William Watkinson and his wife, Alice G. Watkinson, of Westernport, Allegany County, Maryland.

hereinafter called Mortgagor, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1 of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of forty five hundred----- Dollars (\$ 4500.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor s, dated the 13th day of September, 19 54, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland. The proceeds thereof to be applied on the purchase price of the hereby mortgaged lands.

AND WHEREAS, it is agreed that the Mortgagor s shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 50.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 13th day of September, 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagors, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor s do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain real estate situated in the town of Westernport, Maryland, in Allegany County thereof, and particularly described as part of lot No. 163 and part of lot No. 164 in Hammond's Addition to Westernport, and beginning at a point on the West side of Vine Street distant ten feet from the end of the first line of Lot No. 162, and running thence North 33 degrees East 50 feet into Lot No. 164; thence running North 57 degrees West 128 feet and nine inches; thence South 33 degrees West 50 feet; thence South 57 degrees East 128 feet and nine inches to the beginning. Being the same property which was conveyed unto the said parties of the first part herein by deed from Edward F. Welsh et al, dated September, 1, 1954, which deed is to be recorded among the land records of Allegany County, Maryland at the same time as the recording of this purchase money mortgage.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon,

in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least forty five hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:

Horace P. Whitworth Jr.

x William L. Watkinson (SEAL)
William Watkinson.

x Alice G. Watkinson (SEAL)
Alice G. Watkinson.
#####

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 13th day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, William Watkinson and Alice C. Watkinson, husband and wife, the within named Mortgagors, and acknowledged the foregoing mortgage to be their voluntary act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth, the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard H. Whitworth
Notary Public
ALLEGANY CO. MARYLAND

FILED AND RECORDED SEPTEMBER 14th 1954 at 1:10 P.M.

PURCHASE MONEY SECOND

This Mortgage, Made this Thirteenth day of September

in the year Nineteen Hundred and Fifty FOUR, by and between

William Watkinson and Alice G. Watkinson, his wife,

of Allegany County, in the State of Maryland

part ies of the first part, and Edward F. Welsh and Elizabeth Ann McIntyre and

Harry T. McIntyre, her husband,

of Allegany County, in the State of Maryland

part ies of the second part, WITNESSETH:

WHEREAS, the said parties of the first part are indebted unto the said parties of the second part for money borrowed in the amount of EIGHTEEN HUNDRED DOLLARS (\$1,800.00), as evidenced by the Promissory Note of the said parties of the first part herein dated of even date herewith made payable forty two month after date unto the order of the said parties of the second part in the sum of EIGHTEEN HUNDRED DOLLARS (\$1,800.00) with interest at the rate of Six Percent Per Annum, and

WHEREAS, it is agreed and understood that the said parties of the first part execute this mortgage as security for the aforesaid note, and further agree to pay the aforesaid interest on said note each month until the principal of said note becomes due, and

WHEREAS, the said money herein borrowed is for the purchase price of the hereinafter described real estate and therefore this is known as a Purchase Money Mortgage.

WHEREAS, this mortgage is to be subject to the Mortgage of the said parties of the first part upon the same property given unto the Citizen's National Bank of Westernport, Maryland, dated of even date herewith.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that certain real estate situated in the Town of Westernport, in Allegany County, Maryland, known as part of Lot Number One Hundred Sixty Three (163) and part of Lot Number One Hundred Sixty Four (164) in Hammond's Addition to Westernport, and beginning for the same at a point on the West side of Vine Street distant ten feet from the end of the first line of Lot No. 162, and running thence North 33 degrees East 50 feet into Lot No. 164; thence running North 57 degrees West 128 feet and nine inches; thence South 33 degrees West 50 feet; thence South 57 degrees East 128 feet and nine inches to the beginning. Being the same property as conveyed unto the said parties of the first part herein by deed from Edward F. Welsh et al., dated September 1, 1954, and which deed is to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their executor, administrator or assigns, the aforesaid sum of EIGHTEEN HUNDRED DOLLARS (\$1,800.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part, their heirs and assigns, may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said parties of the second part, their

heirs, executors, administrators and assigns, or Horace P. Whitworth Jr. his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

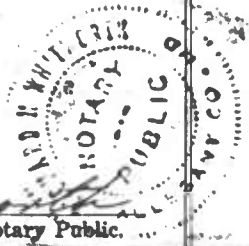
And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least SEVENTY FIVE HUNDRED & .00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor

Attest:

Horace P. Whitworth Jr.
Horace P. Whitworth Jr.* *William J. Watkinson* [SEAL]
William Watkinson* *Alice G. Watkinson* [SEAL]
Alice G. WatkinsonState of Maryland,
Allegany County, to-wit:I hereby certify, That on this Thirteenth day of Septemberin the year nineteen Hundred and Fifty Four before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appearedWilliam Watkinson and Alice G. Watkinson, his wife, _____
and have acknowledged the foregoing mortgage to be their voluntary
act and deed; and at the same time before me also personally appeared _____Edward F. Welsh and Elizabeth Ann McIntyre and Harry T. McIntyre, her husband,
the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Richard H. Whitworth
Notary Public.Compared and Mailed *MB*
To *Mrs. Frostburg and*
*Oct 7 1954*FILED AND RECORDED SEPTEMBER 14th 1954 at 3:00 P.M.This Mortgage, Made this 10th day of September
in the year Nineteen Hundred and fifty-four, by and between

- - - -CHARLES ELWOOD BEAN and EVELYN MAY BEAN, his wife- - - -

of Allegany County, in the State of Maryland
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in

~~xx~~ Frostburg, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

TWO THOUSAND SEVEN HUNDRED SIXTY-FIVE----00/100 DOLLARS (\$2,765.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 523 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~xxxx~~ and assigns, the following property, to-wit:

FIRST PARCEL

ALL that lot or parcel of ground lying and being in Allegany County, and the State of Maryland, situated near Borden Yard between the Cumberland and Pennsylvania Railroad tracks and the County Road leading from Frostburg to Mount Savage, known as Lot No. Four of the Crump's Lots near Borden Yard, a plat of which is recorded among the Land Records of Allegany County, Maryland, and described as follows:

BEGINNING for the lot now intended to be conveyed at the end of the first line of Lot No. 3 of the said Lots, and running South fifty-three degrees West one hundred and fifty feet, North thirty-seven degrees West ninety-five and one-half feet to the said County Road, and with it North fifty-nine degrees and twenty minutes East one hundred and fifty-one feet to the end of the second line and beginning of the third line of Lot No. 3, and with the said line reversed South thirty-seven degrees East seventy-eight and one-half feet to the beginning.

IT being the same property which was conveyed to the parties of the first part herein by Harvey W. Deal and Annie Deal, his wife, by deed dated the 14th day of June, 1941, and recorded in Liber No. 190, folio 281, of the Land Records of Allegany County, Maryland.

SECOND PARCEL

One - 1951 Plymouth Cranbrook four-door Sedan - Serial No. 12697091

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~xxxxxxxxxxxxxxxx~~ or assigns, the aforesaid sum of

TWO THOUSAND SEVEN HUNDRED SIXTY-FIVE and 00/100 DOLLARS (\$2,765.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part 1st of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part 1st of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part 1st of the second part, its successors ~~and assigns~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said part 1st of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least TWO THOUSAND SEVEN HUNDRED SIXTY-FIVE 00/100 Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~and assigns~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to Both)

Ruth M. Todd

Charles Elwood Bean [Seal]
CHARLES ELWOOD BEAN

Evelyn May Bean [Seal]
EVELYN MAY BEAN

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 10th day of September in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared - - - CHARLES ELWOOD BEAN and EVELYN MAY BEAN, his wife - - - and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is

the cashier of said Bank and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd.

Notary Public

FILED AND RECORDED SEPTEMBER 14th 1954 at 2:15 P.M.

This Mortgage, Made this seventh day of September,
in the year Nineteen Hundred and Fifty -four, by and between

THOMAS A. HARVEY and PREBBIE M. HARVEY, his wife,

of Allegheny County, in the State of Maryland,
parties of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,
MARYLAND, a national banking corporation, having its principal office
in Mount Savage,

of Allegheny County, in the State of Maryland,
part y of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide
indebted unto the party of the second part in the full and just sum of
TWENTY NINE HUNDRED DOLLARS (\$2,900.00), with interest from date at the
rate of six per cent (6%) per annum, payable one year after date, and
which said sum of money together with the interest thereon as aforesaid
the said parties of the first part covenant to pay as and when the same
shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, its successors and assigns,

~~the~~ the following property, to-wit:

All that lot or parcel of ground situated on the

Northeast side of the Bald Knob Road in the Northeast end of the Town of Mount Savage, Allegany County, State of Maryland, and particularly described as follows, to wit:

BEGINNING for the same at an iron stake standing on the Northeast side of the County Road leading from the Town of Mount Savage to a section known as Bald Knob, said stake also stands at the beginning of the adjoining property as conveyed by Edna M. Henckel et al to Kenneth C. Windemuth and wife by deed dated May 31, 1951, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 234, folio 213, and running with the Northeast side of the County Road (Magnetic Bearings as of April 1952 and with Horizontal Measurements) and with the remainder of the 12th, 13th, 14th,

15th and 16th lines of the whole property of which this is a part, and as conveyed by Mary Reilly to Grace A. Henckel et al by deed dated April 2, 1913, and recorded among the Land Records of Allegany County in Liber No. 112, folio 132 (corrected to line of present fence as pointed out by Lawrence Henckel to be the boundaries of the property herein described) South 16 degrees 24 minutes East 140-7/10 feet to a locust stake, South 12 degrees 14 minutes East 94-8/10 feet to fence post on the Northeast side of the Street running in the rear of Raphael Logsdon Lots fronting on Columbia Street, and running with the Northeast side of said Street and line of fence, South 16 degrees 20 minutes East 341 feet to a corner fence post, then still with line of fence North 67 degrees 30 minutes East 162-3/10 feet to the corner fence post, South 19 degrees 36 minutes East 50-9/10 feet to the corner fence post, North 67 degrees 22 minutes East 45-5/10 feet to the corner fence post, North 14 degrees 4 minutes West 226 feet to the locust stake at the base of the fence post standing at the end of the sixth line of the adjoining property as conveyed by Edna M. Henckel et al to The Board of Education of Allegany County by deed dated May 14, 1952, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 241, folio 1, then with the 7th, 8th and 9th lines of the said Board of Education deed North 2 degrees 48 minutes West 258-1/10 feet to a locust stake, South 81 degrees 29 minutes West 101-4/10 feet to a locust stake, North 40 degrees 00 minutes West 125-3/10 feet to an iron stake standing at the end of the first line of the aforementioned deed to Kenneth Windemuth, then reversing said first line, with Magnetic Bearings and directions of said Windemuth deed South 72 degrees 20 minutes West 120 feet to the place of beginning, containing 2-7/10 acres, more or less.

IT BEING the same property conveyed by Grace A. Henckel et al to Thomas A. Harvey and Prebble M. Harvey, his wife, by deed dated September 29, 1952, and recorded among the Land Records of Allegany County, Maryland, in Deed Liber No. 244, folio 515.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors and assigns,

~~xxxxxxx~~ the aforesaid sum of Twenty Nine Hundred Dollars (\$2,900.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-

terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable.

and these presents are hereby declared to be made in trust, and the said parties of the second part, its successors and assigns,

~~which power may be exercised by~~ Matthew J. Mullacey, its ~~attorney or agent~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, ~~the~~ the improvements on the hereby mortgaged land to the amount of at least Three Thousand Dollars - (\$3,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors and assigns, to the extent of its ~~their~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

Betty Blank

Betty Blank

Thomas A. Harvey [SEAL]

Thomas A. Harvey [SEAL]

Prebble M. Harvey [SEAL]

Prebble M. Harvey

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this seventh day of September, in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

THOMAS A. HARVEY and PREBBLE M. HARVEY, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared RAYMOND L.

HIMMELWRIGHT, Cashier of The First National Bank of Mount Savage,

the within named mortgagee, and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth; and he further made oath in due form of law that he is the Cashier of said bank and is duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Betty Blank

Notary Public.

Compared and Mailed [unclear]
 To [unclear] and [unclear]
 Sept 22 1954

FILED AND RECORDED SEPTEMBER 15th 1954 at 3:30 P.M.

This Mortgage, made this 15th day of September, in the

year Nineteen Hundred and fifty-four, by and between

Wilford E. Johns and Ida Dewey Johns, his wife,

expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 1es of the first part and

George P. Davis and Miranda J. Davis, his wife,

hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part 1es of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagees in the full sum of Twenty Thousand (\$20,000.00) Dollars, together with the interest thereon at the rate of Four per centum (4%) per annum. The said Mortgagors hereby covenant and agree to pay not less than Two Thousand (\$2,000.00) Dollars on account of the principal indebtedness as herein stated not later than December 1, 1954, and thereafter, the said Mortgagors agree to make payments of not less than Five Hundred (\$500.00) Dollars each six months from December 1, 1954, and to pay in addition thereto the interest thereon at the rate aforesaid.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property, to-wit:

All that tract or parcel of land situated in Oldtown District, in Allegany County and State of Maryland, and being part of the three hundred and ninety-five acre-tract of land situated on Warrior Mountain which was conveyed to Thomas P. Davis by the Safe Deposit and Trust Company, Trustee, et al, by deed dated October 1, 1902, and recorded in Liber 90, folio 717, one of the Land Records of Allegany County, Maryland, it being also part of "Moskwa First Part No. 2". The part hereby conveyed being described as follows, to-wit:

BEGINNING at a Hickory Tree marked with six notches standing at the end of 93 perches on the first line of the 72-acre tract of the above named tract, and running thence, North 20 degrees East 80 perches to a locust stake witnessed by a Black Oak with 6 notches, North 32 degrees East 166 perches to a stone pile on a ridge, North 15 degrees East 41-3/5 perches to a point in a road, being North 71 degrees West 14 feet from a Chestnut Tree with 6 notches, North 48 degrees East 28 perches to a planted stone, South 70 degrees East 125-2/5 perches to a planted stone standing at the end of 45 perches on the third line of the whole tract, and running with the lines thereof, South 27-3/4 degrees West 115 perches to a Pine stump, South 54 degrees West 34 perches to a Pine stump, South 31 degrees West 165 perches to a planted stone standing at the end of the first line

of the 72-acre tract, and reversing it, North 73 degrees West 99 perches to the beginning, containing 225 acres, more or less.

ALSO: All that tract or parcel of land situated on the West side of Warrior Mountain in Allegany County, and State of Maryland, containing 17 acres, more or less, and described as follows, to-wit:

BEGINNING at an oak sapling marked with six notches witnessed by a stone culvert in a dirt fill in the private road of the said George P. Davis, it being at the end of the second line of the property as described in the deed from Thomas P. Davis and Malinda Davis, his wife, to George P. Davis and Miranda J. Davis, his wife, by deed dated the 3rd day of May, 1927, and recorded in Liber No. 155, folio 246, of said Land Records, and running thence with the Thomas P. Davis property, North 32 degrees East 13 $\frac{1}{4}$ perches to a stone pile, then leaving the outlines of said property, South 81 $\frac{1}{4}$ degrees West 20 perches to a large rock, North 80 degrees West 24 $\frac{1}{4}$ perches to a peg, South 64 $\frac{1}{4}$ degrees West 14 perches to a peg, South 22 degrees West 79 perches to a peg, South 29 degrees West 78 $\frac{1}{4}$ perches to the West side of a private road leading to George P. Davis' residence, and with the West side of said road and the lines of the George P. Davis property to the beginning, containing 30 acres, more or less.

ALSO, All that lot or parcel of land conveyed to George P. Davis by Thomas P. Davis by deed dated May 3, 1927, and recorded among the Land Records of Allegany County in Liber 155, folio 246, and described as follows:

BEGINNING for the resurvey of said lot at the end of 37.20 perches on the first line of the 225-acre tract conveyed to said George P. Davis by Elmer Davis by deed dated November 3, 1920, and recorded among the Land Records of Allegany County in Liber No. 134, folio 656, said beginning point being also at the end of the 12th line of the 76.5-acre tract described in a certain deed from William Davis and wife to Abraham Harmon dated September 12, 1922, and recorded among the Land Records of Allegany County in Liber No. 141, folio 702; and running thence with parts of the first and second lines of the before said 225-acre tract, North 20 degrees East 42.80 perches, North 32 degrees East 67.12 perches to a black oak sapling marked with 3 old notches and witnessed by a stone culvert in said George P. Davis' private road, it being the same sapling mentioned as at the end of the second line of this same lot as described in the aforesaid deed to George P. Davis from Thomas P. Davis; thence with the Westerly side of said private road, with the point of the needle as in 1934, the following nine lines, North 84 $\frac{1}{4}$ degrees West 22.04 perches, South 27- $\frac{3}{4}$ degrees West 29.88 perches, South 68 $\frac{1}{4}$ degrees West 10.52 perches, North 69 $\frac{1}{4}$ degrees West 12.68 perches, North 1 $\frac{1}{4}$ degrees West 19.52 perches, South 75- $\frac{3}{4}$ degrees West 10.20 perches, South 43 $\frac{1}{4}$ degrees West 8.32 perches, North 42 $\frac{1}{4}$ degrees West 30.36 perches, North 87 degrees West 12.84 perches to a white oak marked on two sides with four old notches on each side, said white oak standing at the intersection of said private road with the County Road leading from Oldtown to Twiggstown and also at the end of 21 perches on the tenth line of the aforesaid Harman 76.5 acre tract; thence with part of tenth and the eleventh and twelfth lines of said Harman tract, South 70 degrees 40 minutes East 18.00 perches, South 41- $\frac{3}{4}$ degrees East 20.50 perches, South 63 $\frac{1}{4}$ degrees East 65.50 perches to the beginning; containing 11 $\frac{1}{2}$ acres, more or less.

It being the same property which was conveyed unto the said Mortgagors by George P. Davis and wife, by deed dated the _____ day of September, 1954 and to be duly filed for record among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor s shall pay to the said Mortgagee s the aforesaid Twenty Thousand (\$20,000.00) Dollars,

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland

if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor S. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor S to the person advertising.

AND the said Mortgagor S further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee S, the improvements on the hereby mortgaged land to an amount of at least

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee S to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagor S

Attest

George P. Hughes

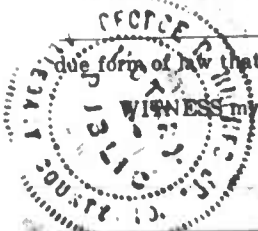
Wilford E. Johns (SEAL)
Ida Dewey Johns (SEAL)
 (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 15th day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Wilford E. Johns and Ida Dewey Johns, his wife, the within named Mortgagor S, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared George P. Davis and Miranda J. Davis, his wife,

the within named Mortgagee S, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George P. Hughes
 Notary Public

Collegated and Mailed Hollister
To Mary E. Hollister 425 N. Adams St.
Oct 7 1954

FILED AND RECORDED SEP. 23. 1954 at 9:45 a.m.

This Mortgage. Made this _____ day of _____
in the year Nineteen Hundred and Fifty _____, by and between

_____ County, in the State of _____
_____ of the first part, and

_____ County, in the State of _____
_____ of the second part. WITNESSETH

Whereas,

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said _____

do give, grant, bargain and sell, convey, release and confirm unto the said _____

heirs and assigns, the following property, to-wit: All that _____
_____ of _____, _____

_____ 22 feet in a South-
_____ the _____ and from
_____ 31 feet, and running thence
_____ 2 feet to the corner lot; then
South 42 degrees West to the line of the lot heretofore owned by Frederick _____

if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s . In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee s , the improvements on the hereby mortgaged land to an amount of at least

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee s to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees ; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seals of said Mortgagor s

Attest

George P. Hughes

Wilford E. Johns

(SEAL)

Ida Dewey Johns

(SEAL)

Ida Dewey Johns

(SEAL)

Ida Dewey Johns

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 15th day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Wilford E. Johns and Ida Dewey Johns, his wife,

the within named Mortgagor s , and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared George P. Davis and Miranda J. Davis, his wife,

the within named Mortgagee s , and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George P. Hughes

Notary Public

FILED AND RECORDED SEPTEMBER 15th 1954 at 9:45 A.M.

This Mortgage, Made this 15th day of Sept
in the year Nineteen Hundred and Fiftyfour, by and between

of Calverton County, in the State of Md
part of the first part, and

of Calverton County, in the State of Md
parties of the second part, WITNESSETH:

Whereas, the parties of the first part are now indebted to the parties of the second part in the sum of Seven Thousand Two Hundred (7,200.00) dollars, and have given their promissory note of even date herewith, bearing date in month, payments of not less than \$100.00 a month without interest, the first monthly payment to be made on October 15, 1954, and on the 15th of each month thereafter, until the full amount of said note has been paid, all of said monthly payments to be made in cash, and in the event of her death before the payment of said note, then all such monthly payments still unpaid to be paid to the parties of the second part, if living at the time of the death of the parties of the first part, then to the heirs or assigns of the parties of the second part.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit: All that lot, piece or parcel of ground, being part of Lot No. 31, lying and being in Hook's Addition to Cumberland, Maryland, and described as follows:

Beginning for the same at a point distant 22 feet in a South-easterly direction from a stake standing at the corner of Hook Street and Brown Alley, and on the first line of the whole Lot No. 31 aforesaid, and running thence with Hook or Walnut Street, South 86½ degrees East 25 feet to the Dekler lot; then South 42½ degrees West to the line of the lots heretofore owned by Frederick

if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor S. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor S to the person advertising.

AND the said Mortgagor S further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee S, the improvements on the hereby mortgaged land to an amount of at least

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee S to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagees; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal S of said Mortgagor S

Attest

George P. Hughes

Wilford E. Johns (SEAL)
Ida Dewey Johns (SEAL)
Ida Dewey Johns (SEAL)
Ida Dewey Johns (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 15th day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Wilford E. Johns and Ida Dewey Johns, his wife,

the within named Mortgagor S, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared George P. Davis and Miranda J. Davis, his wife,

the within named Mortgagee S, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George P. Hughes
Notary Public

North; and with the line of said lot containing 20 feet; and then by a straight line to the beginning. It being the intent of this deed to convey 2 feet of the lot to the said lot, and the said lot, containing 20 feet on the north, and the said lot, containing 20 feet on the south, and the said lot, containing 20 feet on the east, and the said lot, containing 20 feet on the west.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said _____,

heirs, executors, administrators or assigns, do and shall pay to the said _____, executor, administrator or assigns, the aforesaid sum of _____

----- Dollars (\$ 7,000.00) -----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

heirs, executors, administrators and assigns, or _____, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said _____

parties of the first part, their _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors _____ representatives, heirs or assigns.

And the said _____ parties of the first part

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagees or their
 assigns, the improvements on the hereby mortgaged land to the amount of at least
Seven Thousand Two Hundred (\$7,200.00) - - - - - Dollars,
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagees, their heirs or assigns, to the extent
 of their their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

Jayce L. Darsy
Jayce L. Darsy

Thomas H. Mathews [SEAL]
Mary A. Mathews [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 9th day of September,
 in the year nineteen Hundred and Fifty four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
Thomas H. Mathews and Mary A. Mathews, his wife,
 and their acknowledged the foregoing mortgage to be their
 act and deed; and at the same time before me also personally appeared
Mary A. Mathews and Catherine A. Mathews
 the within named mortgagees, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set for forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Mary C. Kelly
 Notary Public.



Compared and Mailed Delivered
To Myrtle M. Porter
1954

LIBER 307 PAGE 202

FILED AND RECORDED SEPTEMBER 15th 1954 at 11:30 A.M.

This Mortgage, Made this 14th day of September
in the year Nineteen Hundred and fifty-four, by and between

----- MYRTLE M. PORTER, widow, -----

of Allegany County, in the State of Maryland
party of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in

at Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said party of the first part is justly indebted
unto the said party of the second part, its successors and assigns,
in the full sum of

TWO THOUSAND- - - - -00/100 DOLLARS (\$2000.00)

payable one year after date of these presents, together with interest
thereon at the rate of six per centum (6%) per annum, payable quarter-
ly, as evidenced by the joint and several promissory note of the party
of the first part payable to the order of the party of the second part,
of even date and tenor herewith, which said indebtedness, together
with interest as aforesaid, the said party of the first part hereby
covenants to pay to the said party of the second part, its successors
and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 65 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said party of the first
part ~~does~~ **hereby** give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, **its successors** ~~xxxx~~ and assigns, the following property, to-wit:

ALL that lot, piece or parcel of land, situated, lying and being on
Water Street in Frostburg, Allegany County, Maryland, which is more
particularly described as follows, to wit:

BEGINNING for the same on the southerly side of Water Street at the
end of a line drawn North eighty-four degrees twenty-eight minutes West
fifty feet from the end of the first line in a deed from Edward M.
Monahan and wife to Inez M. Bauer, dated August 28, 1952, and recorded
in Deeds Liber No. 244, folio 10, among the Land Records of Allegany
County, Maryland, and continuing thence with the second line of said
Monahan-Bauer deed to the end thereof, North eighty-four degrees twenty-
eight minutes West forty-nine feet; thence with the third and fourth
lines of said deed South four degrees forty minutes West sixty-four and
twenty-two hundredths feet, South seventeen degrees twenty-one minutes
East sixty-nine and eleven hundredths feet; thence with part of the
fifth line of said deed North fifty-three degrees fifty-five minutes
East fifty feet to intersect the line drawn South five degrees thirty
minutes East from the place of beginning; thence reversing said inter-
secting line North fifty-three degrees thirty minutes West One Hundred
five feet to the place of beginning.

IT being the same property which was conveyed by Inez M. Bauer,
Widow, to the party of the first part herein, by deed dated September
12, 1953 and recorded among the Land Records of Allegany County, Mary-
land in Deeds Liber No. 253, folio 47.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party _____ of the first part, **her** heirs, executors, administrators or assigns, do and shall pay to the said party _____ of the second part, **its successors** ~~heirs, executors, administrators~~ or assigns, the aforesaid sum of _____
TWO THOUSAND- - - - -00/100 DOLLARS (\$2000.00

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on **her** _____ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party _____ of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party _____ of the first part hereby covenant **s** to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party _____ of the second part, **its successors** ~~heirs, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party _____ of the first part, **her** _____ heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, **her** _____ representatives, heirs or assigns.

And the said party _____ of the first part further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or **its** assigns, the improvements on the hereby mortgaged land to the amount of at least **TWO THOUSAND-----00/100 (\$2000.00)-----Dollars**, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, **its successors** ~~heirs~~ or assigns, to the extent of **its** _____ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor .

Witness:

Ruth M. Todd
RUTH M. TODD

Mary M. Porter [Seal]
MYRTLE M. PORTER

[Seal]

[Seal]

[Seal]

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 14th day of September
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
MYRTLE M. PORTER, widow
and ~~cash~~ acknowledged the foregoing mortgage to be her
act and deed; and at the same time before me also personally appeared F. Earl Kreitzburg,
Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is the
cashier of said Bank and duly authorized by it to make this affidavit.
WITNESSES my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd
RUTH M. TODD Notary Public

Compared and Mailed 14th 1954
To Myer Frostburg Md
Oct 7 1954

FILED AND RECORDED SEPTEMBER 15th 1954 at 11:30 A.M.

This Mortgage, Made this 14th day of September
in the year Nineteen Hundred and fifty-four, by and between
- - - - - ERNEST EDWIN HARTMAN and BERTHA HARTMAN, his wife - - -

of Allegany County, in the State of Maryland
parties of the first part, and FROSTBURG NATIONAL BANK; a national banking
corporation duly incorporated under the laws of the United States of America,
with its principal office in

xx Frostburg, Allegany County, in the State of Maryland
party of the second part, WITNESSETH:



Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

THREE THOUSAND- - - - -00/100 DOLLARS (\$3,000.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 223 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore. In consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part its successors ~~heirs~~ and assigns, the following property, to-wit:

ALL those lots or parcels of ground situated in Mexico Farms in Allegany County, Maryland and being Lot Number One, Part No. One and Lot Number One Part Two of the Subdivision of the Frederick Bierman Estate and described as follows, to wit:

LOT ONE, PART ONE:

BEGINNING at a point on the Tow Path side of the Chesapeake and Ohio Canal at the end of One Hundred Two and five-tenths feet on the third line of the tract of land conveyed to Frederick Bierman and wife by James Crites and wife by deed dated March 18, 1916 and recorded in Liber No. 118, folio 179, one of the Land Records of Allegany County, and running thence with the lines thereof, North sixty-seven degrees two minutes East two hundred twenty-eight and nine-tenths feet to planted stone No. 18, North sixty-four degrees forty-three minutes East three hundred ninety-eight and four-tenths feet to planted stone No. 17, North fifty-six degrees five minutes East one hundred fifteen feet to the Southerly side of the County Road, thence with the Southerly side thereof, North sixty-four degrees fifty minutes West one hundred nineteen and five-tenths feet, South eighty-five degrees West one hundred feet, South sixty-six degrees West five hundred sixty-seven and eight-tenths feet to intersect a line drawn North twenty-four degrees West from the place of beginning, thence reversing said intersecting line South twenty-four degrees East one hundred forty-seven and five-tenths feet to the place of beginning. Containing two and one-half acres.

LOT ONE, PART TWO:

BEGINNING at a point on the Northerly side of the County Road at the end of a line drawn North twenty-four degrees West thirty feet from the end of the sixth line of Part One above described, and running thence with the Northerly side of said County Road, North sixty-six degrees East six hundred seventy-four and one-tenth feet to the division line (as now established) between the properties of Frederick Bierman Estate and Joseph Baker, thence with said division line North sixty-four degrees fifty minutes West four hundred sixty feet to a planted stone, North thirty-seven degrees twenty-one minutes West four hundred twenty-five and five-tenths feet, thence leaving said division line South fifty-two degrees thirty-nine minutes West two hundred eighty-two and eight-tenths feet to intersect a line drawn North twenty-four degrees West from the place of beginning, thence reversing said intersecting line South twenty-four degrees East six hundred ninety-six and eight-tenths feet to the place of beginning. Containing seven acres. (All bearings refer to the Magnetic Meridian of 1923.)

IT being the same property conveyed to the parties of the first part herein by F. Brooke Whiting, Trustee, by deed dated April 15, 1942, and recorded in Deeds Liber No. 193, folio 217, among the Land Records of Allegany County, Maryland.

Saving and excepting from the foregoing property the following parts hereof which have heretofore been conveyed away.

All that lot, piece or parcel of ground lying and being on the southeasterly side of the County Road situated in Mexico Farms in Allegany County, Maryland, and being a part of Part No. 1, Lot No. 1, of the subdivision of the Frederick Bierman estate, as described in a deed from F. Brooke

Whiting, Trustee, to Bertha V. Hartman and Earnest Edward Hartman, by deed dated the 15th day of April, 1942 and recorded in Liber No. 193, folio 217, among the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING at a point on the northerly side of the Tow Path of the Chesapeake and Ohio Canal at the end of One Hundred Two and five-tenths feet on the third line of a tract of land conveyed to Frederick Bierman and wife by James Crites and wife by deed dated March 18, 1916 and recorded in Liber No. 118, folio 179, among the Land Records of Allegany County, Maryland, said point being the beginning of land described in the aforesaid Hartman deed, and running thence with the first line of the said Hartman deed North sixty-seven degrees two minutes East two hundred twenty-eight and nine-tenths feet to a planted stone No. 18, thence with a part of the second line of said Hartman deed North sixty-four degrees forty-three minutes East three hundred forty-seven feet to a stake, thence in line crossing said Part No. 1, North twenty-five degrees thirteen minutes West one hundred forty-two feet to a point on the fifth line of said Hartman deed and with a part of said fifth line South eighty-five degrees West six feet, thence with the sixth line of said Hartman deed and the southeasterly line of the County Road, South sixty-six degrees West five hundred sixty-seven and eight-tenths feet to a post, thence with the seventh line of said Hartman deed South twenty-four degrees East one hundred forty-seven and five-tenths feet to the place of beginning, containing two acres more or less.

It being the same property which was conveyed by Bertha V. Hartman and her husband to Asa J. Fresh and wife, by deed dated October 14, 1947, and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 217, folio 556.

ALL that lot, piece or parcel of ground situated and lying and being about five miles southeast of the City of Cumberland, Allegany County, Maryland, known as Part of Lot No. 1, Part 2 of the Subdivision of the Minnie Bierman Estate as shown on the map filed in the Circuit Court of Allegany County in Equity Case No. 9616, said lot hereby conveyed is more particularly described as follows, to wit:

BEGINNING for the same at a point at the end of One Hundred Thirty and five-tenths feet on the third line of the above mentioned Lot No. 1, part 2, and running thence with the lines thereof North thirty-seven degrees twenty-one minutes West two hundred ninety-five feet South fifty-two degrees thirty-nine minutes West two hundred eighty-two and eight-tenths feet South twenty-four degrees East three hundred three and two-tenths feet to intersect a line drawn South fifty-two degrees twenty-nine minutes West from the place of beginning, thence reversing said intersecting line and running across said Lot No. 1, part 2, North fifty-two degrees thirty-nine minutes East three hundred fifty-two and eight-tenths feet to the place of beginning.

Excepting from the above described lot a roadway twenty feet wide lying on the westerly side of the first line. Containing, clear of said roadway, two acres.

Together with the right of ingress and egress over the twenty foot roadway as shown on the map of the subdivision of the Minnie Bierman estate.

It being the same property which was conveyed by Bertha V. Hartman and her husband and Marshall Long, to James A. Brehm and Melvin Brehm, by deed dated August 25, 1924 and recorded among the Land Records of Allegany County, Maryland, in Deeds Liber No. 148, folio 199.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~executor or administrator~~ or assigns, the aforesaid sum of _____

THREE THOUSAND-- - - - - - - - - - -00/100 (\$3,000.00) DOLLARS

together with the interest thereon, and any future advances made as aforesaid, as and when the

same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~and assigns, or~~

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least **THREE THOUSAND --00/100 (\$3,000.00)** Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~or~~ assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: as to both

Ernest L. Hartman

Ernest L. Hartman [Seal]
ERNEST EDWIN HARTMAN

Bertha Hartman [Seal]
BERTHA HARTMAN

**State of Maryland,
Allegany County, to-wit:**

I hereby certify, That on this 14th day of August SEPTEMBER
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
ERNEST EDWIN HARTMAN and BERTHA HARTMAN, his wife
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,

Cashier of the Frostburg National Bank,
the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Emil L. Linn
Notary Public

Completed and Delivered *mm*
" *Sept 14 1954*

FILED AND RECORDED SEPTEMBER 15th 1954 at 1:50 P.M.

This Mortgage, Made this 14TH day of SEPTEMBER in the
year Nineteen Hundred and fifty -four by and between
Mary M. Moore, widow,

of Allegany County, in the State of Maryland, part Y of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Nineteen Hundred & 00/100 - - - - (\$1900.00) - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-two & 35/100 - - - (\$22.35) - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated and lying in



the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 159 in the Cumberland Improvement and Investment Company's Southern Addition to Cumberlana, a plat of which is recorded in Plat Liber No. 1, folio 35, among the Records of Allegany County, Maryland, and particularly described as follows, to-wit:

Beginning on the west side of Race Street at the end of the first line of Lot No. 158 in said addition, and running then with Race Street, North 18 degrees 34 minutes East 39.5 feet; then North 71 degrees 26 minutes West 100 feet to the east side of Wendall Alley, then with said alley South 18 degrees 34 minutes West 39.5 feet to the end of the second line of said Lot No. 158, and with said line reversed South 71 degrees 26 minutes East 100 feet to the beginning.

Being the same property which was conveyed unto the party of the first part by deed of James Watson True and Mae Belle True, his wife, dated May 11, 1943, and recorded in Liber No. 196, folio 116, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that she will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor her heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nineteen Hundred & 00/100 - - - (\$1900.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, does hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, does hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Hanes Mary M. Moore [SEAL]
Mary M. Moore

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 14TH day of SEPTEMBER

In the year nineteen Hundred and Fifty four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Mary M. Moore, widow,

the said mortgagors herein and she acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.



George L. Hanes
Notary Public.

Prepared and Mailed Delivered 22-5
Geo. H. & Lyle Co.
 3-27 1954

FILED AND RECORDED SEPTEMBER 15th 1954 at 1:50 P.M.

This Mortgage, Made this 14TH day of SEPTEMBER in the
 year Nineteen Hundred and fifty-four by and between

James L. King and Carol Jeanne M. King, his wife,

of Allegany County, in the State of Maryland, part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighty-eight Hundred Fifty & 00/100 - - - (\$8850.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 $\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Seventy-two & 39/100 - - - (\$72.39) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land situated, lying and being along the northerly side of Camden Avenue in the City of Cumberland, Allegany County, and State of Maryland, and which is described as follows, to-wit:

Beginning for the same at a point along the northerly side of Camden Avenue distant 75 feet measured in an easterly direction along the northerly side of Camden Avenue from the concrete monument planted at the end of the second line of the whole property of which this is a part, said point of beginning being also at the end of the



first line of the lot conveyed by Henry W. Schaidt et ux, to Lester Deneen, et ux, by deed dated September 8, 1938, which is recorded in Liber 181, folio 511 one of the Land Records of Allegany County, Maryland, then from said beginning along the northerly side of Camden Avenue and reversing part of the second line of whole lot North 66 degrees 20 minutes East 75 feet, then crossing the whole property with a line parallel to the third line of the whole said property, North 19 degrees 30 minutes West 88 1/2 feet, more or less, to a point on the fourth line of the whole property, then reversing part of said fourth line of the whole property, South 70 degrees 30 minutes West 74.9 feet

to the end of the second line of the above mentioned lot conveyed by Henry W. Schaidt to Lester Deneen, and then reversing said second line South 19 degrees 30 minutes East 94 feet, more or less, to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Richard G. DuVall and C. Ruth Wiggs, Executors, dated the 26th day of September, 1947, which is recorded in Liber 219, folio 222 among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

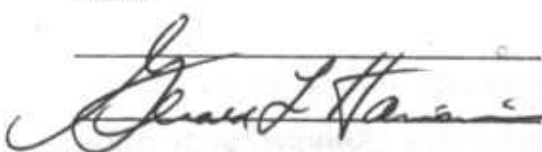
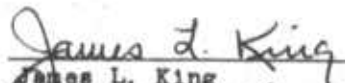
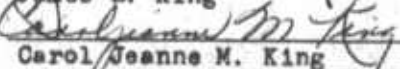
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-eight Hundred Fifty & 00/100 - - (\$8850.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

  [SEAL]
James L. King
 [SEAL]
Carol Jeanne M. King

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 14TH day of SEPTEMBER in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

James L. King and Carol Jeanne M. King, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and

agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESSE my hand and Notarial Seal the day and year aforesaid.

James L. Hanan
Notary Public.

Computed and Stamped Delivered 2225
To Joe H. Regey Esq.
Oct 7 1954

FILED AND RECORDED SEPTEMBER 15th 1954 at 1:50 P.M.

This Mortgage, Made this 14TH day of SEPTEMBER in the

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

D. Clifford Goodfellow and Mary E. Goodfellow, his wife,

of Allegany County, in the State of Maryland

part 108 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

Twelve Thousand & 00/100 - - - - - (\$12,000.00) - - - Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Ninety-one & 80/100 - - - (\$91.80) - - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being



on the easterly side of Valley View Drive known and designated as Lot No. 12 in Valley View Addition to LaVale, Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same on the easterly side of Valley View Drive at the end of the first line of Lot No. 11 in said addition and running then with said Valley View Drive North 38 degrees 30 minutes East 100 feet, then South 51 degrees 30 minutes East 137 feet to the westerly side of Orchard Road, then with said Orchard Road South 28 degrees 12 minutes West 49.3 feet South 36 degrees 20 minutes West 51.5 feet to the end of the second line of said Lot No. 11 and then with said second line reversed North 51 degrees 30 minutes West 148 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of F. Helene Goodfellow, widow, dated the 22nd day of June, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 259, folio 431.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagor covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the

above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said mortgagors, further covenant, to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twelve Thousand & 00/100 - - (\$12,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagors.

Attest:

[Signature] [Signature] (SEAL)
D. Clifford Goodfellow
[Signature] (SEAL)
Mary E. Goodfellow

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 14TH day of SEPTEMBER

in the year nineteen hundred and ~~thirty~~ Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

D. Clifford Goodfellow and Mary E. Goodfellow, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Witness my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public

Compared and ~~found~~ Delivered On/3
To *Geo. H. Haggard*
Sept 7, 1954

FILED AND RECORDED SEPTEMBER 15" 1954 at 1:50 P.M.
purchase money

This Mortgage. Made this 14TH day of SEPTEMBER in the
year Nineteen Hundred and fifty-four by and between

William Edward Doby and Mary Louise Doby, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Ten Thousand Three Hundred Seventy-two & 50/100 - (\$10372.50) Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-five & 62/100 - - (\$65.62) - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that certain piece or parcel of ground situated in
Cover's Addition, in Bowling Green, Allegany County, Maryland, known
as Lot No. 48, a plat of which said addition is recorded in Liber No.
1, folio 50 one of the Plat Records of Allegany County, Maryland,
and more particularly described as follows, to-wit:

Beginning at a stake at the intersection of the southerly
line of Beech Street, and a 15 foot alley, distant North 82 degrees
40 minutes East 117.12 feet from the southeastern intersection of
Beech Street and Bowling Avenue, and running then with said southerly

line of Beech Street North 82 degrees 40 minutes East 40 feet, then South 7 degrees 20 minutes East 100 feet to a 15 foot alley, then with said alley South 82 degrees 40 minutes West 61.1 feet to a 15 foot alley, then with said alley North 4 degrees 38 minutes East 102.2 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of William D. Moon and Mildred V. Moon, his wife, dated the 7th day of September, 1954 and which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lerge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mort-

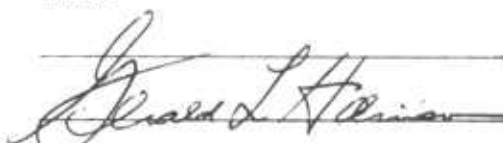
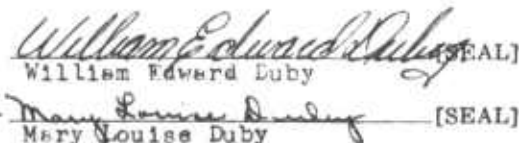
gaged or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand Three Hundred Seventy-two & 50/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental taxes that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

 
 William Edward Duby [SEAL]
 Mary Louise Duby [SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 14TH day of SEPTEMBER

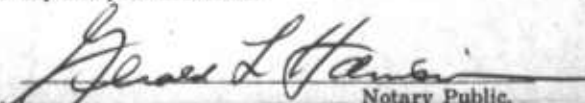
in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

William Edward Duby and Mary Louise Duby, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


 Notary Public.

UBER 307 PAGE 220

This Mortgage, Made this 14th day of

Clyde T. Wolford and Bernice J. Wolford, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and **The Liberty Trust Company**, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

stand indebted unto the said **The Liberty Trust Company** in the just and full sum of
Fifteen Hundred (\$1500.00) - - - - - Dollars,
payable to the order of the said **The Liberty Trust Company**, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of **The Liberty Trust Company** in **Cumberland, Maryland**, on **March 31, June 30,**
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Clyde T. Wolford and Bernice J. Wolford, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground known and distinguished as Lot No. 33 in Block No. 22 in Johnson Heights Addition to the City of Cumberland, and more particularly described as follows, to-wit:

BEGINNING for the same on the Northerly side of the Oldtown Road, at the end of the first line of Lot No. 32 of said Block, said point of beginning being distant 519.7 feet measured in an Easterly direction along the Northerly side of said Road from its intersection with the Easterly side of Brookfield Avenue, and running thence with the Northerly side of Oldtown Road, South 58 degrees and 30 minutes East 25.05 feet, then North 33 degrees and 57 minutes East 115.8 feet to an alley 15 feet wide, then with said Alley, North 56 degrees and 9 minutes West 35 feet to the end of the second line of said Lot No. 32, then with said second line reversed, South 33 degrees and 57 minutes West 117.05 feet to the place of beginning.

ALSO: All that lot, piece or parcel of ground located on the Northernly side of the Oldtown Road in said City of Cumberland, Allegany County, Maryland, and which is described and bounded as follows, to-wit:

On the Northerly side by the original line of Oldtown Road as defined in the deed to Catherine Milkowski recorded in Liber No. 171, folio 311; on the Easterly side by the Southerly prolongation of the

division line between Lots Numbers 22 and 34, Block 22, Johnson Heights Addition; on the Southerly side by the present line of Oldtown Road as now marked by the Northerly edge of the concrete sidewalk (constructed in 1928); and on the Westerly side by the Southerly prolongation of the division line between Lots Numbers 22 and 33, Block 22, Johnson Heights Addition.

It being the same property which was conveyed unto the said Mortgagors by Robert W. Young, Trustee of the property and person of Catherine Milkowski, an Incompetent, by deed dated the 6th day of September, 1941, and recorded in Liber No. 191, folio 219, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1500.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 92 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifteen Hundred (\$1500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Clyde T. Wolford (SEAL)
Clyde T. Wolford

Thomas L. Reed

Bernice J. Wolford (SEAL)
Bernice J. Wolford

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 14th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Clyde T. Wolford and Bernice J. Wolford, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Harley
Notary Public

Compared and Mailed 10/3
To Mrs. Myersdale Pa
Oct 7. 1954

FILED AND RECORDED SEPTEMBER 16th 1954 at 1:35 P.M.

This Mortgage. Made this 16th day of September
in the year Nineteen Hundred and fifty-four, by and between

ELMER A. LEECY and MARY E. LEECY, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, and **THE SECOND NATIONAL BANK**, a national banking



corporation duly incorporated under the Laws of the United States of America,

Commonwealth
of Meyersdale County, in the ~~State~~ of Pennsylvania
part y of the second part, WITNESSETH:

Whereas, the parties of the first part are justly indebted unto the party of the second part in the full and just sum of \$2,200.00 this day loaned the parties of the first part by the party of the second part, together with interest thereon at the rate of six per cent per annum, which is to be repaid in monthly installments of \$25.00 each and in addition to said monthly payments on principal, interest shall also be payable monthly, which interest shall be calculated and credited semi-annually. The first of said monthly payments is due one month from the date hereof and shall continue until the principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, its successors ~~heirs~~ and assigns, the following property, to-wit:

ALL those lots, pieces or parcels of ground lying and being in Cumberland, Allegany County, Maryland, being all of Lot No. 76 and part of Lot 75 of the Margaret M. Black Addition to Cumberland, a plat of which addition is recorded in Deeds Liber 92, folio 717, among the Land Records of Allegany County, Maryland, and which property is more particularly described in one parcel as follows, to wit:

BEGINNING for the same on the southerly side of Cresap Street at a point where the division line between Lots 76 and 77 intersects the same and running thence with said side of said Cresap Street South 74 degrees 51 minutes East 75 feet; thence South 15 degrees 9 minutes West 37-1/2 feet; thence South 11 degrees 30 minutes West 63.2 feet to the northerly side of Birch Alley; thence with said side of said alley North 74 degrees 51 minutes West 79 feet to the aforementioned division line between Lots 76 and 77; thence with said division line North 15 degrees 9 minutes East 100 feet to the place of beginning. This property was surveyed by Albert Paye, Civil Engineer, on October 30, 1950.

IT being the same property which was conveyed by Frederick B. Shipley et ux to Elmer A. Leecy et ux by deed dated November 2nd, 1950, and recorded in Deeds Liber 23/, folio 565 among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part y of the second part, its successors ~~executors or administrators~~ or assigns, the aforesaid sum of _____

- - - - TWENTY-TWO HUNDRED and 00/100 - - - DOLLARS (\$2,200.00) together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~heirs, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, s. their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-two Hundred and 00/100 - - - (\$2,200.00) -Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagor s.

Witness:

Patty Ann Davis

Elmer A. Leecy [Seal]
ELMER A. LEECY

Patty Ann Davis

Mary E. Leecy [Seal]
MARY E. LEECY

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 16th day of September
in the year nineteen hundred and Fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Elmer A. Leecy and Mary E. Leecy, his wife,

and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared William R. Carscaden,
Attorney and Agent for The Second National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth, and the said William R. Carscaden further made oath that he is the Attorney and Agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Patty Ann Davis
Notary Public

Prepared and dated September 15th 1954
In Allegheny County, Pa.
Filed for Record Sept 16th 1954

FILED AND RECORDED SEPTEMBER 16th 1954 at 11:10 A.M.

This Mortgage, Made this 15TH day of SEPTEMBER, in the year Nineteen Hundred and fifty -four by and between
Clyde M. Wilson and Eldeen H. Wilson, his wife,

of Allegheny County, in the State of Maryland, part 108 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegheny County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Twenty-six Hundred & 00/100 - - - (\$2600.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty-six & 00/100 - - - (\$26.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the westerly side of the State Road leading from Cumberland to Corriganville known and designated as Lots Nos. 4 and 5, Section



25 in Homewood Addition to Cumberland, Maryland, and an unnumbered parcel northerly thereof, a plat of which said Homewood Addition is recorded in Liber 1, folio 24 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the westerly side of the State Road leading from Cumberland to Corriganville as laid off in said addition at the end of 140 feet measured in a northerly direction along the westerly side of said State Road, from its intersection with the northerly side of Dakota Avenue, said point of beginning being at the division line between Lots Nos. 3 and 4, Section 25, as shown on the aforesaid plat, and running then with the westerly side of the said State Road, North 26 degrees 30 minutes East 100 feet, North 18 degrees 55 minutes East 60.53 feet, then North 63 degrees 30 minutes West 72 feet to the easterly side of Indiana Avenue, and with it South 26 degrees 30 minutes West 160 feet to the said division line between said

Lots Nos. 3 and 4, and then with it, South 63 degrees 30 minutes East 80 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Julius E. Schindler, Trustee, dated the 22nd day of July, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 260, folio 327.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors

or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor^s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor^s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

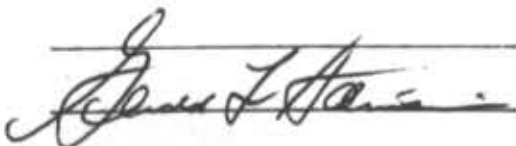
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-six Hundred & 00/100 - - - - (\$2600.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:



 [SEAL]
Clyde M. Wilson

 [SEAL]
Elden H. Wilson

_____ [SEAL]

_____ [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 15TH day of SEPTEMBER
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Clyde M. Wilson and Eldean H. Wilson, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



George W. Legge
Notary Public.

Computed and Mailed Delivered *mb*
To *E. G. Zimmerman* 19 *54*

FILED AND RECORDED SEPTEMBER 17th 1954 at 8:45 A.M.

This Mortgage, Made this 15th day of September
in the year Nineteen Hundred and Fifty -four, by and between

John W. Hidenbaugh and Hazel Marie Hidenbaugh, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and Amelia M. Zimmerman



of Allegany County, in the State of Maryland

part y of the second part, WITNESSETH:

WHEREAS, the Parties of the First Part are justly and bona
ridely indebted unto the Party of the Second Part in the
full and just sum of Five Hundred Fifty (\$550.00) Dollars,
and which said sum and with interest at 6% per annum, shall
be repaid one year from the date hereof; with the right
reserved unto the Parties of the First Part to prepay said
sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said
Amelia M. Zimmerman, her

heirs and assigns, the following property, to-wit:

ALL of the tracts and parcels of land situate in Election District No. 2, Allegany County, Maryland, and being about four miles east of the Village of Olatown in Allegany County, Maryland, and which said property hereby mortgaged is fully described in that certain deed dated the 30th day of April, 1945, by and between Douglass D. Parker and Clara B. Parker, his wife, and John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife, and which said deed is recorded in Liber No. 203, folio 616, one of the Mortgage Records of Allegany County, Maryland; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife, ^{their} heirs, executors, administrators or assigns, do and shall pay to the said
Amelia M. Zimmerman, her

executor s. administrators or assigns, the aforesaid sum of

Five Hundred Fifty-\$550.00-Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Amelia M. Zimmerman, her

heirs, executors, administrators and assigns, or Earl E. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in ~~County~~ Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor.s, their representatives, heirs or assigns.

And the said John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some Insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least five hundred fifty (\$550.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her ~~XXXXXX~~ XXXXXX lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors:

Attest:

John W. Ridenbaugh [SEAL]
Hazel Marie Ridenbaugh [SEAL]
John W. Ridenbaugh
Hazel Marie Ridenbaugh

State of Maryland,
 Allegany County, to-wit:

I hereby certify. That on this 16th day of September in the year nineteen hundred and fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared John W. Ridenbaugh and Hazel Marie Ridenbaugh, his wife, and each acknowledged the foregoing mortgage to be his and her respective act and deed; and at the same time before me also personally appeared Anella M. Zimmerman the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl Edward Manges
 Notary Public.

FILED AND RECORDED SEPTEMBER 17" 1954 at 9:40 A.M.

This Mortgage, Made this 16TH day of SEPTEMBER in the
year Nineteen Hundred and fifty-four by and between
Harry W. Young and LeVonne L. Young, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eleven Thousand Five Hundred Fifty & 00/100 - - (\$11550.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Ninety-one & 36/100 - - - (\$91.36) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All the following parcel of land situated on the southeasterly side of the Bedford Road, just beyond Nave's crossroad about 2 miles easterly from the City of Cumberland in Election District No. 23 (formerly No. 5) of Allegany County, Maryland, and more particularly described as follows:

Beginning at the end of the third line of the parcel of land as excepted in the deed from Regina C. Lippold (widow of Joseph Lippold, deceased) et al to Edward Lippold, dated November 8, 1924, and recorded in Liber No. 148, folio 588, one of the Land Records of Allegany County, Maryland, which said parcel was excepted and designated as the land to be conveyed to Henry P. Lippold, and running then by the approximate center of the Old Bedford Road, most of which road to the extent of the Lippold property is now occupied by the right of way of the Evitte Creek Water Company, the following 11 courses and distances: North $44\frac{1}{2}$ degrees East 95 feet to a stake; North 44 degrees East 182 feet; North 114.5 feet; North $15\frac{1}{2}$ degrees East 128.5 feet; North $42\text{-}3/4$ degree East 211 feet; North $32\frac{1}{2}$ degree East 211 feet; North $21\text{-}3/4$ degree East 94 feet; North 15 degree East 178.5 feet;



North 20 degrees East 95.7 feet; North 26½ degrees East 199 feet and North 34½ degrees East 390 feet; then leaving said road and said right of way and running then by part of the former Sarah Valentine land South 62 degrees East 350 feet to an iron bar on the easterly side of the summit of a woodland hill; then South 45½ degrees West 295 feet to a stake; then South 36½ degrees West 1089 feet to a stake; then South 17 degrees West 298 feet to an iron stake witnessed by twin white oak saplings and by a pine on land of Henry P. Lippold and wife; then by said land North 69 degrees West 346.5 feet to the beginning; containing 10.743 acres, including the aforesaid right of way.

Being the same property which was conveyed unto the parties of the first part by deed of Pearl M. Lippold et al, dated November 3, 1950, and recorded in Liber No. 231, folio 567, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such

sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand Five Hundred Fifty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

Harry W. Young [SEAL]
Harry W. Young
LaVonne L. Young [SEAL]
LaVonne L. Young

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 16TH day of SEPTEMBER in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Harry W. Young and LaVonne L. Young, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

Witness my hand and Notarial Seal the day and year aforesaid.



George W. Legge
Notary Public.

Compared and Mailed Delivered MB
To Office Sept 7 1954

FILED AND RECORDED SEPTEMBER 17 1954 at 10:30 A.M.
Purchase Money

This Mortgage, made this tenth day of September-----, in the year Nineteen Hundred and fifty-four, by and between James G. Raines, Jr. and Gladys M. Raines, his wife, of Allegany County, State of Maryland,

hereinafter called Mortgagor s, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part of the first part and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation, organized under the National Banking Laws of the United States, hereinafter called Mortgagee, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of eight hundred ----- Dollars (\$ 800.00), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagors, dated the 10th day of September, 19 54 and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland. The proceeds of said loan to be applied to the purchase of the herein mortgaged property.

AND WHEREAS, it is agreed that the Mortgagors shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$25.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as afore-said, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 10th day of September, 19 64, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagors do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All those two certain lots of ground known as lots numbers twenty and twenty one as laid off on the plat of the village of New Franklin in Allegany County, Maryland near to the town of Westernport, the said two lots each fronting 53 feet on the East side of the County Road, and being the same property which was conveyed unto the parties of the first part herein by deed from Pansy Mae Brennan, single, dated September 7, 1954, which deed is to be recorded among the land records of Allegany

County, Maryland at the same time as the recording of this purchase money mortgage.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagors hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagors. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagors to the person advertising.

AND the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least eight hundred dollars. \$ 800.00 dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:

Charles J. Laughlin

James G. Raines, Jr. (SEAL)
James G. Raines, Jr.
***** (SEAL) *****
Gladys M. Raines (SEAL)
Gladys M. Raines.

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 10th day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, James G. Raines, Jr. and Gladys M. Raines, his wife the within named Mortgagors, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth, the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Charles J. Laughlin



Compared and Mailed Delivered 7/15/54
M. J. Liberty St.
B. J. 8. 19 54 City

LIBER 307 PAGE 236

FILED AND RECORDED SEPTEMBER 17th 1954 at 11:35 A.M.

This Mortgage, Made this 17th day of September,
in the year Nineteen Hundred and Fifty -four, by and between

Carl H. Buell and Evelyn R. Buell, his wife,
of Allegheny County, in the State of Maryland,

parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegheny County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of TWENTY-ONE HUNDRED Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of FORTY Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that piece or parcel of ground lying on the east side of Thomas Street, Cumberland, Allegheny County, Maryland, and being part of a lot of ground conveyed by and described in a deed for the same from James J. McHenry, Trustee, to the Queen City Perpetual Building Association of Cumberland, Maryland, dated the 8th. day of April, 1884; and recorded among the Land Records of Allegheny County, Maryland, in Liber No. 61, folio 37, and beginning for the part conveyed at the end of 50 feet on the first line of said whole lot described in said deed, it being on the east side of said Thomas Street, and running thence northerly with said first line along the east side of said Street 50 feet to the end thereof, it being to a 35 foot street; thence eastwardly with the second line of said whole lot along the southerly side of said 35 foot street, 104 feet to the end of the second line of said whole lot; thence

Southerly with the third line of said whole lot as described in said deed to the end of 50 feet on said third line, then across said whole lot by a straight line to the BEGINNING.

This being the same property which was conveyed by Charles R. Fisher, unmarried, unto the said Carl H. Buell and Evelyn R. Buell, his wife, by deed dated the same day as this mortgage herein and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage herein, this being a purchase money mortgage.

The above described property is improved by a frame dwelling house of two stories consisting of 7 rooms and bath with hot-air furnace heat, stone foundation and is partially covered with artificial brick and is known as No. 200 Thomas Street, Cumberland, Maryland.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred (\$500) Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor s, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said mortgagors, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

of TWENTY-SIX HUNDRED Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagors.

Attest:

Roscoe A. Crabtree (SEAL)
Carl H. Buell (SEAL)
Evelyn R. Buell (SEAL)

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 17th day of September,

in the year nineteen hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Carl H. Buell and Evelyn R. Buell, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Thomas Lohr Richards, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Roscoe A. Crabtree (SEAL)

FILED AND RECORDED SEPTEMBER 17" 1954 at 3:30 P.M.

This Mortgage, Made this *17th* day of

September in the year nineteen hundred and fifty-four, by and between

Glenn D. Kerr and Dorothy L. Kerr, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

Glenn D. Kerr and Dorothy L. Kerr, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Three Thousand (\$3,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954.

This mortgage is executed to secure part of the purchase money
for the property hereby conveyed and is, therefore, a purchase money
mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Glenn D. Kerr and Dorothy L. Kerr, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated and lying in or near
the City of Cumberland, Allegany County, Maryland, known and desig-
nated as Lot No. thirty-six (36) of Block Number Ten (10) of Rose Hill
Addition to the City of Cumberland, Maryland, fronting 22 feet 3
inches on Arnett Terrace and 57.4 feet on Paca Street, a plat of said
Addition with course and distances being recorded in Liber 97 of the
Land Records of Allegany County, Maryland.

It being the same property which was conveyed unto the said
Mortgagors by Ethel N. Dawson, widow, by deed dated the 10th day of
September, 1954, and to be duly filed for record among the Land
Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Three Thousand (\$3,000.00) - - - Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
future advances made at the Mortgagee's option, prior to the full pay-
ment of the mortgage debt, but not to exceed the sum of \$3,000.00.

ment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 223 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:



 (SEAL)
Glenn D. Kerr

 (SEAL)
Dorothy L. Kerr

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 17th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Glenn D Kerr and Dorothy L Kerr, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Pifer,

President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Pifer,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Geo. A. Siebert
Notary Public



FILED AND RECORDED SEPTEMBER 20th 1954 at 12:45 P.M.

This Mortgage, Made this 15th day of September
in the year Nineteen Hundred and Fifty-four, by and between

Robert B. Mathews and Nellie E. Mathews, his wife,

of Allegany County, in the State of Maryland,
parties of the first part, and Charles H. Wickard

of Allegany County, in the State of Maryland
part 2 of the second part, WITNESSETH:

Whereas, the said party of the second part has this day loaned unto the said parties of the first part the full and just sum of Seven thousand (\$7,000.00), thereceipt of which is hereby acknowledged, which said sum the said parties of the first part



do hereby agree to repay to the said party of the first part within three years from the date hereof, together with interest thereon at the rate of four and one-half ($4\frac{1}{2}$) per cent. per annum, due and payable ^{semi-}annually, accounting from the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, his

heirs and assigns, the following property, to-wit: All that lot or parcel of ground situated on the southerly side of Walnut Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. Two on the plat of the Sub-division of the property of Florence

1. Martz on Walnut Street, and particularly described as follows:

BEGINNING for the same on the southerly side of Walnut Street at the end of the first line of Lot No. One, and running thence with the southerly side of said street, North 61 degrees

30 minutes West 25 feet, then South 28 degrees 30 minutes West 171 and 86/100 feet to the northerly side of an alley, then with the northerly side of said alley, South 58 degrees 46 minutes East 25 and 5/100 feet to the end of the second line of Lot No. One, then with said second line reversed, North 28 degrees 30 minutes East 173 and 5/100 feet to the beginning.

It being the same property that was conveyed to the said parties of the first part by Florence I. Martz, by deed dated the 20th day of July, 1937 and recorded among the Land Records of Allegany County, Maryland in Liber 178, folio 259.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his

executor, administrator or assigns, the aforesaid sum of

----Seven thousand (\$7,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, his

heirs, executors, administrators and assigns, or Harold E. Naughton, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his

assigns, the improvements on the hereby mortgaged land to the amount of at least

--Seven thousand-----

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, his heirs or assigns, to the extent of his or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors.

Attest:

Harold E. Naughton

Harold E. Naughton

Robert B. Mathews [SEAL]

Robert B. Mathews

Nellie E. Mathews [SEAL]

Nellie E. Mathews

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15th day of September
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert B. Mathews and Nellie E. Mathews, his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared

Charles H. Wickard

the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Elizabeth Philson
Notary Public.

Compare and Muster Delivered MB
Jes. H. Leger Ady
Oct 8 1954

FILED AND RECORDED SEPTEMBER 20th 1954 at 11:50 A.M.

purchase money

This Mortgage, Made this 16TH day of SEPTEMBER in the
year Nineteen Hundred and fifty-four by and between

Donald W. Ridgeley and Esther E. Ridgeley, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Eleven Thousand Seven Hundred & 00/100 - - (\$11,700.00) - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from

the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Seventy-four & 01/100 - - - (\$74.01) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments of public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground situated in LaVale, Allegany County, Maryland, known as Lot No. 3 in Woodland Addition, said Lot No. 3 being more particularly described by metes and bounds, as follows, to-wit:

Beginning at a point on the northerly side of the National Highway at the end of the first line of Lot No. 2 in said addition and running then South 43 degrees 38 minutes West 51.25 feet to a point at the end of 25 feet in the second line of the second parcel of land, conveyed to the National Real Estate Company of Allegany County, Maryland, by Jacob Gerlach and wife by deed dated December 31, 1919 and recorded in Liber No. 132, folio 580 of the Land Records of Allegany County, Maryland, then with part of said second line North 43 degrees 30 minutes West 172.33 feet to the southerly side of a fifteen foot alley, then with said alley North 42 degrees 30 minutes East 45.83 feet to the end of the second line of Lot No. 2, then with said second line reversed South 45 degrees 18 minutes East 173 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of John H. Fyeck and Arlene M. Fyeck, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein of their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eleven Thousand Seven Hundred & 00/100 - - (\$11,700.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Donald W. Ridgeley [SEAL]
 Donald W. Ridgeley
Esther E. Ridgeley [SEAL]
 Esther E. Ridgeley

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 16TH day of SEPTEMBER
 in the year nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Donald W. Ridgeley and Esther E. Ridgeley, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Haney
 Notary Public.

Filed and Recorded
 in Geo. W. Legge
 Oct 8 1954

FILED AND RECORDED SEPTEMBER 20th 1954 at 11:50 A.M.

purchase money
This Mortgage, Made this 17TH day of SEPTEMBER in the
 year Nineteen Hundred and fifty-four by and between
Carl Lee McIntyre and Lucille C. McIntyre, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
 inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
 corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
 land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of

Eight Thousand One Hundred Fifty & 00/100 - - (\$8150.00) Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-one & 56/100 - - - (\$51.56) - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot or parcel of ground situated on the westerly
side of Pear Street, in the City of Cumberland, Allegany County,
Maryland, comprising parts of Lots Nos. 5 and 6, in Hook's Fourth
Addition to Cumberland, a plat of which said addition is recorded
in Liber No. 2, folio 169 one of the Land Records of Allegany County,
Maryland, and particularly described as follows, to-wit:

Beginning for the same on the westerly side of Pear Street
at a point distant North eighteen and three-fourths degrees East one
hundred and sixty-three feet from the intersection of the northerly
side of Columbia Avenue with the westerly side of Pear Street, and
running then with the westerly side of Pear Street, South eighteen and
three-fourths degrees West thirty feet, then parallel with Columbia
Avenue, North seventy-one and one-fourth degrees West sixty-six feet to
the easterly side of Clay Alley; then with said side of said alley,
North eighteen and three-fourths degrees East thirty feet and then
parallel with Columbia Avenue, South seventy-one and one-fourth degrees
East sixty-six feet to the place of beginning.

Being the same property which was conveyed unto the parties of
the first part by deed of Gertrude A. Hixson, widow, of even date, which
is intended to be recorded among the Land Records of Allegany County,
Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at
the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-
gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt
exceed the original amount hereof provided, the full amount of any such advance is used for pay-
ing the costs of any repairs, alterations or improvements to the mortgaged property as provided
in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any
amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or
wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional colla-
teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-
ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the
Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this
indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this
indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or
at any time on said premises, and every part thereof, in good repair and condition, so that the
same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from

time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand One Hundred Fifty & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors,

Attest:

Gerald L. Hanna *Carl Lee McIntyre* [SEAL]
 Carl Lee McIntyre
Lucille C. McIntyre [SEAL]
 Lucille C. McIntyre

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 17TH day of SEPTEMBER,
 in the year nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Carl Lee McIntyre and Lucille C. McIntyre, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Gerald L. Hanna
 Notary Public.

Compared and Mailed Delivered MB
 To *Mrs. Westport*
Oct 8 19 *54*

FILED AND RECORDED SEPTEMBER 21st 1954 at 11:25 A.M.

This Mortgage, made this twentieth day of September-----, in the
 year Nineteen Hundred and fifty four, by and between Harriet White Trenum, single
 of Westernport, Allegany County, Maryland-----

----- hereinafter called Mortgagor, which
 expression shall include her heirs, personal representatives, successors and assigns where
 he context so admits or requires, of Allegany County, State of Maryland, party of the first part
 and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation,
 organized under the National Banking Laws of the United States, hereinafter called Mortgagee,
 which expression shall include its successors and assigns, of Allegany County, State of Maryland,
 party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in
 the principal sum of Fifteen hundred ----- Dollars (\$ 1500.00),
 with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until



paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor, dated the 20th day of September, 1954 and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 20.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 20th day of September, 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain parcel of land known and numbered as Lot No. 6 on the plat of New Franklin, in Allegany County, Maryland, adjoining in the town of Westernport, fronting 50 feet on the East side of the County Road leading from Westernport to Barton, and being the same lot of ground which was conveyed unto the said Harriet White Trenum by deed from Dennis Collins and others, dated April 2, 1946 and of record among the land records of Allegany County, Maryland in Liber No. 208 Folio 222. To which deed so recorded a reference is hereby made for a more

definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenants to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least Fifteen hundred

dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagor/

Attest:

Charles J. Laughlin

Harriet White Trenum (SEAL)
Harriet White Trenum.

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 20th day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, ~~XXXXXXXXXXXXXXXXXXXX~~ Harriet White Trenum, single, the within named Mortgagor, and acknowledged the foregoing mortgage to be her voluntary act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth, the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Charles J. Laughlin

Notary Public



Compared and found correct 11/3
To Clerk of Court
11/5

FILED AND RECORDED SEPTEMBER 21 1954 at 12:15 P.M.

This Mortgage, Made this 20th day of SEPTEMBER in the year Nineteen Hundred and fifty-four by and between

Charles A. Garrett and Olla B. Garrett, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifty-four Hundred & 00/100 - - - - (\$8400.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Sixty-six & 43/100 - - - - (\$66.43) - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand



paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northerly side of Lynn Street known and designated as parts of Lots Nos. 22, 23, 24, 25 and 26, Block No. 9 in Rose Hill Addition to Cumberland, Allegany County, Maryland, a plat of which said property is recorded in Plat Case Box No. 94 among the Land Records of Allegany County, Maryland, which said parcels are more particularly described as follows, to-wit:

Beginning for the same on the northerly side of Lynn Street at its intersection with the westerly side of a 12 foot alley, said beginning point being also at the end of the 3rd line of Lot No. 25, Block No. 9 in said addition, and running then with said alley North 7 degrees 25 minutes East 127.56 feet to the southerly side of a 10 foot alley, then with said 10 foot alley and parallel to Patterson Avenue South 82 degrees 8 minutes West 73.86 feet to a point at the end of 105 feet on the 2nd line of Lot No. 23, Block No. 9 in said addition, then with part of said 2nd line reversed North 7 degrees 52 minutes West 5 feet to the end of the 2nd line of the property conveyed by the Real Estate and Security Company to Grace L. Gonder by deed dated August 16, 1910 which is recorded in Liber No. 106, folio 538 one of the Land Records of Allegany County, Maryland, and running then with the 3rd line of said Gonder deed South 82 degrees 8 minutes West 50 feet to a point on the 2nd line of Lot No. 21, Block No. 9, in said addition, then with said 2nd line of Lot No. 21, South 7 degrees 52 minutes East 105.3 feet to the northerly side of Lynn Street, and then with said street South 82 degrees 40 minutes East 93.5 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by 2 deeds, the first dated September 1, 1953 from the County Commissioners of Allegany County, Maryland, which is recorded in Liber No. 253, folio 576 Allegany County Land Records, and the second from George Henderson et al, dated September 23, 1953, recorded in Liber No. 253, folio 374 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 928 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or

wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-four Hundred & 00/100 - - - (\$8400.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage, under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said

premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Harman Charles A. Garrett [SEAL]
William H. Harman Olia B. Garrett [SEAL]
 Charles A. Garrett
 Olia B. Garrett

STATE OF MARYLAND

ALLEGANY COUNTY to-wit:

I HEREBY CERTIFY, That on this 20th day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Olia B. Garrett and she acknowledged the foregoing instrument of writing to be her act and deed.

WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman
 Notary Public

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 20TH day of SEPTEMBER in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles A. Garrett, one of

the said mortgagors herein and he acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law, that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Harman
 Notary Public

FILED AND RECORDED SEPTEMBER 21st 1954 at 12:15 P.M.
PURCHASE MONEY

This Mortgage, Made this 20TH day of SEPTEMBER in the

year Nineteen Hundred and ~~Forty~~ Fifty-four by and between

Walter H. Geiger and Nellie P. Geiger, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Sixteen Thousand Five Hundred & 00/100 - - - (\$16,500.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of One Hundred Eight & 90/100 - - (\$108.90) - - Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lot, pieces or parcels of ground lying and being on the southerly side of LaVale Court known and designated as Lot Nos. 108 and 109 in LaVale Boulevard Court Addition, LaVale, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 75, one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Beginning for the same at a concrete monument, said concrete monument being at the intersection of the southerly side of LaVale Court with the westerly side of Atlantic Avenue, and running then with said side of Atlantic Avenue South 43 degrees 28 minutes West 162.6 feet to an iron pin stake at the intersection of said side of Atlantic Avenue with the northerly side of LaVale Annex, then with said side of LaVale Annex North 47 degrees 20 minutes West 94.8 feet to the end of the division line between Lots Nos. 109 and 110 in said addition, then with said division line North 41 degrees 40 minutes East 162.5 feet to the southerly side of LaVale Court, and then with said side of LaVale Court South 48 degrees 20 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Ralph G. Cover and Ethel M. Cover, his wife,

of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage, and do covenant that ~~they~~ will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, water, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on ~~their~~ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, ~~their~~ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, ~~their~~ representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Sixteen Thousand Five Hundred & 00/100 - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for ~~themselves~~ and ~~their~~ heirs, personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this

mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor or their heirs, personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of the said mortgagor s.

Attest:

Walter H. Geiger (SEAL)
Walter H. Geiger
Nellie P. Geiger (SEAL)
Nellie P. Geiger

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 20TH day of SEPTEMBER

in the year nineteen hundred and ~~sixty~~ fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Walter H. Geiger and Nellie P. Geiger, his wife,

the said mortgagors herein and ~~they~~ acknowledged the foregoing mortgage to be ~~in~~ their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

Compared and Matched Delivered To
To *Myer Piedmont N.Y.*
Oct 8. 19 *54*

FILED AND RECORDED SEPTEMBER 21st 1954 at 8:30 A.M.

This Mortgage, Made this Third day of September,
in the year Nineteen Hundred and Fifty-four -----, by and between
PAUL E. MICHAELS and EMMA GLENDINE MICHAELS, his wife, -----

of Westernport, Allegany ----- County, in the State of Maryland, -----
parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST
VIRGINIA, a corporation organized under the National Banking Laws,

~~XX~~
parties of the second part, WITNESSETH:

Whereas, the said Paul E. Michaels and Emma Glendine Michaels,
his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF
PIEDMONT, WEST VIRGINIA, in the just and full sum of SIXTEEN HUND-
RED AND FIFTY (\$1650.00) DOLLARS, as evidenced by their joint and
several negotiable, promissory note, of even date herewith, for
said sum of SIXTEEN HUNDRED AND FIFTY (\$1650.00) DOLLARS, payable
on demand to the order of the said THE FIRST NATIONAL BANK, OF
PIEDMONT, WEST VIRGINIA, with interest from date, at said BANK;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said Paul E. Michaels and Emma Glend-
ine Michaels, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said -----
THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors
~~and~~ and assigns, the following property, to-wit:

All of the following described real estate located and situated
in Westernport, Allegany County, Maryland, near Greene's Highland Park
Addition, to wit:

BEGINNING at a peg at the Southeast corner of the in-
tersection of Duckworth and Likens Streets at the end of a line drawn
North 87 degrees East Thirty (30) feet from the Northeast corner of
a lot owned by Charles W. Duckworth, and running with said Duckworth
Street South 3 degrees West Sixty (60) feet to a peg, and then running
along parallel with Likens Street Sixty (60) feet throughout for a
distance of 222.7 feet, more or less, being a strip of land along Lik-
ens Street Sixty (60) feet in width and 222.7 feet in length, more or
less; and being the same property which was conveyed unto the said Paul
E. Michaels by William A. Ryan and Daisy L. Ryan, his wife, by Deed,
dated July 5th, 1940, and recorded among the Land Records of said Al-
legany County, Maryland, in Liber No. 190, folio 61, to which said
Deed and the Deeds therein mentioned for a more particular descrip-
tion of the property hereby conveyed reference is hereby specially
made.

All coal and other minerals reserved herefrom as reserved in prior Deeds.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Paul E. Michaels and Emma Glendine Michaels, his wife, their _____ heirs, executors, administrators or assigns, do and shall pay to the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors ~~xxxxxxx~~ or assigns, the aforesaid sum of SIXTEEN HUNDRED AND FIFTY (\$1650.00) DOLLARS, ----- together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part -----

----- may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said -----

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

~~xxxxxxx~~ and assigns, or Harry K. Drane, its ----- his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, -----

----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their ----- representatives, heirs or assigns.

And the said parties of the first part-----

----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and ----- assigns, the improvements on the hereby mortgaged land to the amount of at least ----- SIXTEEN HUNDRED AND FIFTY (\$1650.00)----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors ~~xxxxxxx~~ or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors

Attest:

J. Bernard Mayhew Jr. *Paul E. Michaels* [SEAL]
J. Bernard Mayhew Jr. *Emma Glendine Michaels* [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT

I hereby certify. That on this 4th day of September,in the year nineteen Hundred and Fifty -four, before me, the subscriber,
of West Virginia

a Notary Public of the State of Maryland, in and for said County, personally appeared Paul E. Michaels and Emma Glendine Michaels, his wife, -----

and each acknowledged the foregoing mortgage to be their respective -----

act and deed; and at the same time before me also personally appeared J. B. Determan, Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires

September 7th 1961

J. Bernard Mayhew Jr.
 Notary Public.

FILED AND RECORDED SEPTEMBER 21st 1954 at 1:10 P.M.

This Mortgage. Made this 20th day of
 September, in the year nineteen hundred and Fifty Four, by and between
Edward D. Cooper and Evelyn V. Cooper, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
 THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
 incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee.
 Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
 said Mortgagee in the full and just sum of Four Thousand (\$4,000.00) Dollars for which
 they have given their promissory note of even date herewith, payable on or before
 three years after date with interest at the rate of 5% per annum in monthly pay-

ments on the principal and interest of not less than Forty (\$40.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit: All that parcel of ground in Cumberland, Allegany County, Maryland, in the Southern Addition of the Cumberland Improvement and Investment Company, known as Lot No. 149, and more particularly described as follows:

Lot No. 149 begins on the West side of Race Street at the end of the first line of Lot No. 148 and runs thence with Race Street, North 18 degrees 34 minutes East 42.5 feet to a point where the West side of Race Street intersects the South side of Second Street; then with Second Street, North 71 degrees 26 minutes West 100 feet to the East side of Wendell Alley; then with said Alley, South 18 degrees 34 minutes West 42.5 feet to the end of the second line of Lot No. 148; and reversing said line, South 71 degrees 26 minutes East 100 feet to the beginning.

Being the same property conveyed by Wilbur C. Cooper to the said Edward D. Cooper et ux by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure part of the purchase price for said property. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - -Four Thousand (\$4,000.00)- - - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - - Four Thousand (\$4,000.00) - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors.

Attest:

William C. Dudley

Edward D. Cooper (SEAL)
Edward D. Cooper
Evelyn V. Cooper (SEAL)
Evelyn V. Cooper

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this - 20th - day of September, in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared

Edward D. Cooper and Evelyn V. Cooper, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared George C. Cook, Cashier of The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said George C. Cook did further, in like manner, make oath that he is the Cashier and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day and date above written.



William C. Dudley
Notary Public

Unrecorded Mailed Release 9m 3
 In Mtgee City
 Oct 8 1954

FILED AND RECORDED SEPTEMBER 21st 1954 at 9:20 A.M.

This Mortgage, Made this 20th day of
 September in the year nineteen hundred and fifty-four, by and between

Lawrence G. Day and Eunice Lee Day, his wife,
 of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
 expression shall include the plural as well as the singular, and the feminine as well as the masculine,
 as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
 the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
 Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Lawrence G. Day and Eunice Lee Day, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
 Fifteen Hundred (\$1500.00) - - - - - Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from
 date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
 at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
 September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
 payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
 order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
 the interest thereon, the said

Lawrence G. Day and Eunice Lee Day, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
 said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parts of lots located in the City of Cumberland,
 Allegany County and State of Maryland, and known as Lot No. 225 and
 one-half of Lots No. 224 as designated on the plat of Welch Home Third
 Addition and particularly described as follows:

BEGINNING at a peg on the North side of Frederick Street at the
 end of the first line of Lot Number 225 and reversing said first line
 of Lot No. 225 of said Addition, with Frederick Street, South 37 de-
 grees 20 minutes West 37½ feet to the middle of Lot No. 224 of said
 Addition, thence North 52 degrees 40 minutes West 138 feet to a 12-
 foot alley and with said alley, North 37 degrees 20 minutes East 37½
 feet to the end of the second line of said Lot No. 225 of said Addi-
 tion, and with said line reversed, South 52 degrees 40 minutes East
 138 feet to the place of beginning.

It being the same property which was conveyed unto the said
 Mortgagors by Clarence R. Jones and wife, by deed dated the 1st day



of March, 1946, and recorded in Liber No. 207, folio 465, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifteen Hundred (\$1500.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifteen Hundred (\$1500.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Lawrence G. Day (SEAL)
Lawrence G. Day

James M. Loeley

Eunice Lee Day (SEAL)
Eunice Lee Day

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 20th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Lawrence G. Day and Eunice Lee Day, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Loeley
Notary Public

Filed and Recorded September 21st 1954
in Morgan City
Liberty Trust Co.

FILED AND RECORDED SEPTEMBER 21st 1954 at 3:20 P.M.

This Mortgage, Made this 21st day of September in the year nineteen hundred and fifty-four, by and between

William L. Schute and Walburga E. Schute, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

William L. Schute and Walburga E. Schute, his wife, stand indebted unto the said The Liberty Trust Company in the just and full sum of Seventeen Hundred Fifty (\$1750.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,



at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

William L. Schute and Walburga E. Schute, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situate on the Easterly side of Bedford Street extended, in the City of Cumberland, in Allegany County, Maryland, described as follows, to-wit:

BEGINNING for the same on the Easterly side of Bedford Street, distant 38-6/10 feet on the first line of the whole lot conveyed to Clara L. Gurley by George F. Gephart and wife by deed dated November 12, 1907, and recorded among the Land Records of said Allegany County, in Liber No. 102, folio 293, and running thence with part of the first line of said deed, and with the Easterly side of Bedford Street, North 31 degrees 15 minutes East 36 1/2 feet, then crossing the whole lot, South 58 degrees 20 minutes East 108-3/10 feet to the Westerly side of Olive Alley, and with said side of said Alley, South 39 degrees 20 minutes West 36 1/2 feet to intersect a line drawn South 58 degrees 30 minutes East from the place of beginning, then reversing the said intersecting line, North 58 degrees 30 minutes West 103 3/10 feet to the place of beginning.

EXCEPTING, HOWEVER, all that part of the above described property which was conveyed by George R. Hughes, Trustee, to Albert M. Kerns, Jr. and Ruby S. Kerns, his wife, by deed dated June 3, 1952, and recorded in Liber No. 241, folio 203, one of the Land Records of Allegany County.

The property now owned by the said Mortgagors and intended to be conveyed by this Mortgage is No. 633 Bedford Street, Extended.

It being the same property which was conveyed unto the said Mortgagors by George R. Hughes, Trustee, by deed dated June 2, 1952, and recorded in Liber No. 241, folio 189, of said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Seventeen Hundred Fifty (\$1750.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Seventeen Hundred Fifty (\$1750.00) - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

William L. Schute (SEAL)
William L. Schute

Thomas L. Keech

Walburga E. Schute (SEAL)
Walburga E. Schute

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 21ST day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

William L. Schute and Walburga E. Schute, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



George A. Sieber
Notary Public

Compared and noted correct
To *Mt. Savage Frostburg Md*
Nov 3 54

FILED AND RECORDED SEPTEMBER 24 " 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 23rd day of September, 1954, by and between
Harry W. Crow and Margaret A. Crow, his wife,
of Mt. Savage, Allegany County, in the State of Maryland, Mortgagor S, and THE FIDELITY
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagors are justly indebted unto the Mortgagee in the full and just sum of
Seven Hundred and ten - - - - - 60/00 (\$710.60),

which is to be repaid in - 24 - consecutive monthly installments of \$30.00 each, beginning one month from
the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
Mortgagor S do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
and premises located in Election Dist. No. 13, Allegany County, Maryland
RFD No. 1, Box 53, (Calle Hill) Mt. Savage, Maryland

and more fully described in a Deed from Matthew J. Mullaney, Trustee, dated March 23, 1943
recorded among Land Records of Allegany County, Maryland, Liber 195, Folio 546

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances
and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
forever, provided that if the said Mortgagors their heirs, executors, administrators or assigns, do and shall pay
or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon
as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on
their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged
property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
interest thereon said Mortgagor S hereby covenant to pay when legally demandable.

AND, the said Mortgagor S further covenant to keep the improvements on the said mortgaged property fully insured
against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some
company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby
secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly
constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be
necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By
giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County,
Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of
all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly,
to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance,
to pay it over to the Mortgagor S, their heirs or assigns, and in case of advertisement but no sale, one-half of the above
commission shall be paid by the Mortgagor S, their representatives, heirs or assigns.

WITNESS our hand S and seal S.

ATTEST:

Ralph M. Race
Ralph M. Race

Harry W. Crow (SEAL)
Harry W. CROW
Margaret A. Crow (SEAL)
Margaret A. CROW

STATE OF MARYLAND,

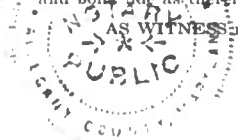
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 23rd day of September, 1954, before me,
the subscriber, a Notary Public of the State and County aforesaid, personally appeared

Harry W. CROW & Margaret A. CROW, his wife,

the Mortgagor S, named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act.
At the same time, also appeared G. Alvin Kreiling, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true
and bona fide as therein set forth. /G. Alvin Kreiling/

AS WITNESS my hand and Notarial Seal.



Ralph M. Race
Notary Public

Completed and
To Mr. J. E. Jones
Nov. 3. 54

LIBER 307 PAGE 270

FILED AND RECORDED OCTOBER 13th 1954 at 8:30 A.M.

THIS MORTGAGE, Made this 12th. day of October, 1954, by and between
Arthur Bolden and Mary Bolden, his wife
of FFD#4, Frostburg, Allegany County, in the State of Maryland, Mortgagor S, and THE FIDELITY
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor S justly indebted unto the Mortgagee in the full and just sum of
One Hundred Twelve and 73/100----- (\$112.73),

which is to be repaid in 12 consecutive monthly installments of \$ 9.40 each, beginning one month from
the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
Mortgagor S do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
and premises located in Allegany County, Maryland, near the village of Finzel, known as
A part, or parts of Military Lots 501, 502 and 505

and more fully described in a Deed from Joseph E. Clark & Anna Bell Clark, dated April 30, 1923,
recorded among Land Records of Allegany County, Liber 143, Folio 214

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances
and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
forever, provided that if the said Mortgagor S, their heirs, executors, administrators or assigns, do and shall pay
or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon
as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on
their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged
property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
interest thereon said Mortgagor S hereby covenant to pay when legally demandable.

AND, the said Mortgagor S further covenant to keep the improvements on the said mortgaged property fully insured
against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some
company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby
secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly
constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be
necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By
giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County,
Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of
all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly,
to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance,
to pay it over to the Mortgagor S, their heirs or assigns, and in case of advertisement but no sale, one-half of the above
commission shall be paid by the Mortgagor S, their representatives, heirs or assigns.

WITNESS our hand S and sealS

Arthur B. Bolden (SEAL)
Arthur Bolden

ATTEST:

Ralph M. Pace

Mary Bolden (SEAL)
Mary Bolden

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 12th. day of October, 1954, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared
(William) Arthur Bolden and Mary Bolden, his wife

the Mortgagor S, named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act.
At the same time also appeared WILLIAM B. YATES, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true
and bona fide as therein set forth.

AS WITNESS my hand and Notarial Seal.



Ralph M. Pace
Notary Public
Ralph M. Pace

FILED AND RECORDED SEPTEMBER 21st 1954 at 3:20 P.M.**This Mortgage,** Made this *Sept 20*

day of

September in the year nineteen hundred and fifty-four

by and between



Dayton L. Murphy and Nina A. Murphy, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Dayton L. Murphy and Nina A. Murphy, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

One Thousand (\$1,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Dayton L. Murphy and Nina A. Murphy, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated on the Northwesterly side
of a twenty-foot street lying in the rear of Lots Nos. 23 to 51, in
National Highway Addition to LaVale, in Allegany County, Maryland,
known and designated as part of Lot No. 37 on the Plat of said Addi-
tion, and particularly described as follows:

BEGINNING for the same on the Northwesterly side of a twenty-foot
street at the end of the third line of said whole Lot No. 37, and
running thence with the Northwesterly side of said twenty-foot street,
it being also with said third line reversed, North 42 degrees 20 min-
utes East 100 feet to the end of the second line of said whole lot,
then with part of said second line reversed, North 47 degrees 40 min-
utes West 110 feet to a private alley 15 feet wide, then with the
Southeasterly side of said private alley, South 42 degrees 20 minutes
West 100 feet to the second line of Lot No. 36 of said Addition, then
with part of said second line, South 47 degrees 40 minutes East 110
feet to the place of beginning.

It being the same property which was conveyed unto the said
Mortgagors by Bernard R. Kerns and wife, by deed dated January 18,
1945, and recorded in Liber No. 202, folio 573, one of the Land Re-
cords of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
One Thousand (\$1,000.00) - - - - - Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,

future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

One Thousand (\$1,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

[Signature]

Dayton L. Murphy (SEAL)
Dayton L. Murphy

Nina A. Murphy (SEAL)
Nina A. Murphy

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 24th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Dayton L. Murphy and Nina A. Murphy, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

Wm A. Barker
Notary Public



FILED AND RECORDED SEPTEMBER 21st 1954 at 9:25 A.M.

This Mortgage, made this 18 day of September, in the year Nineteen Hundred and fifty-four, by and between

John H. Atkinson and Frances M. Atkinson, his wife,

hereinafter called Mortgagor's, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part 18 of the first part and Ellis E. Twigg,

hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, part 7 of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Twenty-Eight Hundred (\$2800.00) Dollars. On and after November 1st, 1954, the said Mortgagors shall make payments of Forty (\$40.00) Dollars each on account of the principal indebtedness for a period of one year from that date. At the expiration of one year from November 1, 1954, the Mortgagors hereby covenant and agree to pay the balance of said Mortgage indebtedness in full. This obligation to be without interest.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor s do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All those two lots or parcels of ground situated and lying in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 249 and 250 of the Cumberland Improvement Company's Eastern Addition to Cumberland, and particularly described as follows, to-wit:

LOT NUMBER 249: BEGINNING at a stake on the Eastern side of Eastern Avenue and at the end of the first line of Lot No. 248, in said Addition, and running thence with said Eastern side of Eastern Avenue, North 40 degrees East 40 feet; thence at right angles to said Avenue, South 50 degrees East 120 feet to an alley, and with it, South 40 degrees West 40 feet to the end of the second line of said Lot No. 248, and with said second line reversed, North 50 degrees West 120 feet to the place of beginning.

LOT NUMBER 250: BEGINNING at a stake on the Eastern side of Eastern Avenue, and at the end of the first line of Lot No. 249 in said Addition, and running thence with said Eastern side of Eastern Avenue, North 40 degrees East 40 feet; thence at right angles to said Avenue, South 50 degrees East 120 feet to an alley, and with it, South 40 degrees West 40 feet to the end of the second line of said lot Number 249, and with said Second line reversed, North 50 degrees West 120 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Ellis E. Twigg, by deed dated the 18 day of September, and to be duly filed for record among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagee the aforesaid Twenty-Eight Hundred (\$2800.00) Dollars

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee the improvements on the hereby mortgaged land to an amount of at least Twenty-Eight Hundred (\$2800.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

Attest:

George R. Hughes (SEAL)
John H. Atkinson (SEAL)
Frances M. Atkinson (SEAL)
(SEAL)
(SEAL)

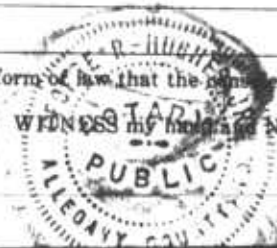
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 18 day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, John H. Atkinson and Frances M. Atkinson, his wife,

the within named Mortgagor s, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Ellis E. Twigg,

the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George R. Hughes
Notary Public

FILED AND RECORDED SEPTEMBER 22nd 1954 at 8:30 A.M.

PURCHASE MONEY

This Mortgage, Made this 21st day of September in the year Nineteen Hundred and Fifty-four, by and between Guy A. Evans and Mabel L. Evans, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

Leo C. Sites and Lettie Sites, his wife,

of Grant County, in the State of West Virginia

parties of the second part, WITNESSETH:

Whereas, the Parties of the First Part are justly and lawfully indebted unto the Parties of the Second Part in the full and just sum of One Thousand Nine Hundred (\$1,900.00) Dollars, and which said principal sum shall bear interest at the rate of 6% per annum, and which said interest shall be computed and paid semi-annually hereafter, and said principal sum shall become due and payable five (5) years from the date hereof; with the right reserved unto the Parties of the First Part to prepay any or all of said principal sum and interest at any time prior to its maturity.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said _____
Guy A. Evans and Mabel L. Evans, his wife,

do _____ give, grant, bargain and sell, convey, release and confirm unto the said
Leo C. Sites and Lettie Sites, his wife, their

heirs and assigns, the following property, to-wit:

ALL that tract of land lying along the Wilson Road about 1½ miles from the Uhl Highway in Election District No. 2 of Allegany County, Maryland, and being a part of that tract of land which was conveyed to William H. Havenscroft, et ux, by Martin Evans by deed dated the 17th day of September, 1947, and recorded in Liber 271, folio 167, one of the Land Records of said County.

BEGINNING for said tract of land at a point on the west bank of the Wilson Road witnessed by four small maples from the same stump, the beginning of the original and running thence with the lines of same, North 51½ degrees West 164.2 perches; thence South 41 degrees West 13.0 perches; thence South 20 degrees East 26.0 perches; thence South 7 degrees West 2.56 perches to a Pine Tree; thence South 28 degrees West 23.2 perches to a black oak tree; thence South 25.75 degrees West 5.95 perches to a stake and stone on the said line; and running thence with the lines of a 17-acre tract retained by said W. H. Havenscroft, et ux, by magnetic meridian as of June, 1952, and horizontal measurements; thence South 53 degrees no minutes East 34.22 perches to a stake and stones on the northeast side of a run; thence South 26 degrees 20 minutes East 28.83 perches to a stake on the southwesterly side of a run; thence South 7 degrees 10 minutes East 42.33 perches to a white oak on the north side of the Wilson Road opposite and distant 8 feet from the end of 16 perches on the 15th line of the original; thence with the lines of the original and with or near the middle of the road, North 69 degrees East 8 perches; thence North 71 degrees East 57 perches; thence leaving the road, North 85 degrees East 10.8 perches; thence South 11 2/3 degrees West 1.6 perches; thence North 68.5 degrees East 18.2 perches; thence North 81.5 degrees East 1 7/8 perches to a point 3 feet 6 inches southeast of four walnut trees from the same stump; thence with the westerly fence of a cemetery, North 9.5 degrees East 8 perches to a stone; thence North 21.5 degrees West 4 5/8 perches to a white oak tree on the east bank of said Road; thence crossing the road, North 37 degrees East 10.5 perches to the beginning, containing 68 acres, more or less.

THE AFORESAID PROPERTY is the same property conveyed by deed of even date herewith, by and between Edward Calvin Roth and Guy A. Evans and Mabel L. Evans, his wife, and which said deed is to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this Purchase Money Mortgage; a specific reference to which said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Guy A. Evans and Mabel L. Evans, his wife,
their heirs, executors, administrators or assigns, do and shall pay to the said
Leo C. Sites and Lettie Sites, his wife, their
executor & administrators or assigns, the aforesaid sum of _____
One Thousand Nine Hundred (\$1,900.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Guy A. Evans and Mabel L. Evans, his wife,

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

Guy A. Evans and Mabel L. Evans, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

Leo C. Sites and Lettie Sites, his wife, their

heirs, executors, administrators and assigns, or Earl E. Manges his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said _____

Guy A. Evans and Mabel L. Evans, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Guy A. Evans and Mabel L. Evans, his wife,

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand Nine Hundred (\$1,900.00) - - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee , their heirs or assigns, to the extent of _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee s, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors:

Attest:

Earl E. Manges
Earl E. Manges

Guy A. Evans [SEAL]
Mabel L. Evans [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 21st day of September in the year nineteen Hundred and Fifty-four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Guy A. Evans and Mabel L. Evans, his wife,

and _____ acknowledged the foregoing mortgage to be his and her respective

act and deed; and at the same time before me also personally appeared _____

Leo C. Sites and Lettie Sites, his wife,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Earl Edmund Morgan
Notary Public.

Compared and Matched *M. B.*
To *Morgan City*
5-7-8 *1954*

FILED AND RECORDED SEPTEMBER 22nd 1954 at 10:35 A.M.

This Mortgage, Made this 20th day of September
in the year Nineteen Hundred and Fifty-four, by and between
Glendon A. Ralston and Betty Mae Ralston, his wife

of Allegany County, in the State of Maryland
parties of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Glendon A. Ralston and Betty Mae Ralston
his wife

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Three Thousand Seventy-five and no/100
Dollars (\$3075.00), to be paid with interest at the rate of Six per cent (6%) per
annum, to be computed monthly on unpaid balances, in payments of at least Twenty-five
and no/100--- Dollars (\$ 25.00) per month plus interest; the first of said monthly
payments being due one month from the date of these presents and each and every month there-
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure
which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section
2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted
with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments
thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-



of, together with the interest thereon, the said Glendon A. Ralston and Betty Mae Ralston, his wife

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit: All that piece or parcel of land situated on the Northerly side of Laing Avenue, known as Lot No. 109 and Lot No. 110 in the East End Land Company's Addition to the City of Cumberland, Allegany County, State of Maryland; it being part of that property which was conveyed to the Mayor and City Council by James Conway, Tax Collector by deed dated October 16, 1944, and recorded in Liber No. 202, Folio 92 one of the Land Records of Allegany County, Maryland, and which is more particularly described as follows, to wit:

BEGINNING for the same at a point on the northerly side of Laing Avenue at the end of the first line of Lot No. 108, said point being South 72 degrees 15 minutes East 320 feet from the intersection of the northerly side of Laing Avenue with the Easterly side of Ontario Street, and running thence with the Northerly side of Laing Avenue, South 72 degrees 15 minutes East 64 feet to the division line between

Lot No. 110 and Lot No. 111; thence with said division line North 17 degrees 45 minutes East 120 feet to the Southerly side of a 15 foot alley, then with said side of said alley North 72 degrees 15 minutes West 64 feet to the division line between Lot No. 109 and Lot No. 108, thence with said division line South 17 degrees 45 minutes West 120 feet to the place of beginning.

It being the same property which was conveyed to Glendon A. Ralston and Betty Mae Ralston, his wife by Mayor and City Council of Cumberland, Maryland by deed dated April 7, 1947 and recorded in Liber 214, Folio 424, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Glendon A. Ralston and Betty Mae Ralston his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Three Thousand seventy-five and no/100----- Dollars (\$ 3075.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Glendon A. Ralston and Betty Mae Ralston, his wife may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Glendon A. Ralston and Betty Mae Ralston, his wife hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting,

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner, following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Glendon A. Ralston and Betty Mae Ralston, his wife, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor and their representatives, heirs or assigns.

And the said Glendon A. Ralston and Betty Mae Ralston, his wife

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

-----Thirty-one Hundred and no/100----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of the said mortgagors.

Attest:

Ethel McCarty
Ethel McCarty

Glendon A. Ralston [SEAL]
Glendon A. Ralston

Betty Mae Ralston [SEAL]
Betty Mae Ralston [SEAL]

State of Maryland,
Allegany County, to wit:

I hereby certify. That on this 20th day of September in the year Nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Glendon A. Ralston and Betty Mae Ralston, his wife

and each acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said Marcus A. Naughton

_____ further made oath in due form of law that he is the Vice President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Ethel McCarty
Ethel McCarty Notary Public.

Collegiate and Medical Department MB
 To: *Mrs. Taylor*
 Oct 8 1954

FILED AND RECORDED SEPTEMBER 22nd 1954 at 8:30 A.M.THIS MORTGAGE, Made this 21st day of September, 19 54, by and betweenJames Taylor and Mildred Taylore, his wife,of 53 Armstrong St., Frostburg, Allegany Co., in the State of Maryland, Mortgagor S and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.WHEREAS, the said Mortgagor S justly indebted unto the Mortgagee in the full and just sum of _____One Hundred Ninety Seven and 15/100 _____, \$ 197.15which is to be repaid in Twelve consecutive monthly installments of \$ 16.50 each, beginning one month from the date hereof at the office of the said Mortgagee.NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagor S do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located in Election District No. 12 of Allegany County, Maryland, known as53 Armstrong St., Frostburg, Maryland, in part being Lot No. 42 on the plat of Grahantownand more fully described in a Deed from James Ernest & Rose Williams, dated August 6, 1934,recorded among Land Records of Allegany County, Maryland, Liber 171, Folio 506

TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor S their heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagor S hereby covenant to pay when legally demandable.AND, the said Mortgagor S further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor S, their heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor S, their representatives, heirs or assigns.WITNESS our hand S and seal S.

James Taylor (SEAL)
 James Taylor

ATTEST:

Ralph M. Race
 Ralph M. Race

Mildred Taylor (SEAL)
 Mildred Taylor

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 21st day of September, 19 54, before me, the subscriber, a Notary Public of the State and County aforesaid, personally appeared _____James Taylor and Mildred Taylor, his wifenamed in the foregoing mortgage and acknowledged the foregoing mortgage to be their act. At the same time also appeared WILLIAM H. KREILING, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true and correct as therein set forth. / G. Alvin Kreiling /

AS WITNESS my hand and Notarial Seal.



Ralph M. Race
 Ralph M. Race Notary Public

FILED AND RECORDED SEPTEMBER 22nd 1954 at 3:00 P.M.

This Mortgage, Made this 22nd day of

September in the year nineteen hundred and fifty-four by and between

John Isaac Robinette and Virginia Lee Robinette, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

John Isaac Robinette and Virginia Lee Robinette, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Ninety-Eight Hundred (\$9800.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954

This mortgage is executed to secure part of the purchase money for the improvements on the property herein described and conveyed and is, therefore, a purchase money mortgage.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

John Isaac Robinette and Virginia Lee Robinette, his wife, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots and parcels of ground situate, lying and being in Dilfer Farms Addition to the City of Cumberland, Maryland, and being part of Lot No. 125 and all of Lot No. 126 as shown on the Plat of said Addition, recorded in Plat Box No. 166, in the Office of the Clerk of the Court for Allegany County, Maryland, and which said lots are more particularly described as follows, to-wit:

BEGINNING for the same at a point on the Northerly side of Catskill Avenue distant North 54 degrees 13 minutes West 225 feet from the intersection of the Northerly side of Catskill Avenue with the Westerly side of Holland Street, and running then with the Northerly side of Catskill Avenue, North 54 degrees 13 minutes West 75 feet, then North 35 degrees 47 minutes East 150 feet, then South 54 degrees 13 minutes East 75 feet, then South 35 degrees 47 minutes West 150 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Alvin L. Sutton and wife by deed dated the 24th day of December, 1952, and recorded in Liber No. 247, folio 32, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Ninety-Eight Hundred (\$9800.00) - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Ninety-Eight Hundred (\$9800.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James M. Lortley

John Isaac Robinette (SEAL)
John Isaac Robinette

Virginia Lee Robinette (SEAL)
Virginia Lee Robinette

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 22nd day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

John Isaac Robinette and Virginia Lee Robinette, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James M. Soley
Notary Public



*Original filed in Liber 307
Page 284*

FILED AND RECORDED SEPTEMBER 22nd, 1954 at 3:00 P.M.

THIS MORTGAGE, Made this 22nd day of September, 1954, by and between Samuel S. Smith, Sr. and Evelyn M. Smith, his wife, of the first part, sometimes hereinafter called the Mortgagors and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Administrator, d.b.n.c.t.a. of the Estate of Susan M. Gephart, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full and just sum of Thirty-Eight Hundred (\$3800.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30 and December 31, of each year, the first pro-rata quarterly interest



on said note to be payable on the 30th day of September, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar (\$1.00), and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Samuel S. Smith, Sr. and Evelyn M. Smith, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Administrator, d.b.n.c.t.a. of the Estate of Susan M. Gephart, the following property, to-wit:

All that lot or parcel of ground situated on the Westerly side of Cresap Road, in First Addition, Bowling Green, a development situated along the McMullen Highway, in Allegany County, Maryland, known and designated as Lot No. 100 on the plat of said Addition, and particularly described as follows, to-wit:

BEGINNING for the same at a point on the Westerly side of Cresap Road at the division line between Lots Nos. 99 and 100 of said Addition, and running thence with the Westerly side of said Cresap Road, North 18 degrees and 55 minutes East 43.95 feet to the division line between Lots Nos. 100 and 101 of said Addition, thence North 77 degrees West 100 feet to a 20-foot alley, thence South 19 degrees and 38 minutes West 30 feet, then South 71 degrees and 12 minutes East 120 feet, more or less, to the place of beginning.

ALSO: All that lot, piece or parcel of land situate, lying and being along the Westerly side of Cresap Road, near the Village of Cresaptown, in Allegany County, State of Maryland, and being part of Lot No. 99 in the First Addition to Bowling Green, which said part of said Lot No. 99 is more particularly described as follows, to-wit:

BEGINNING for the same at a point along the Westerly side of Cresap Road, distant 123.95 feet measured in a Southerly direction along the Westerly side of aforesaid Cresap Road from its intersection with the Southerly side of First Street, and running thence at right angles to said Cresap Road, North 72 degrees 40 minutes West 120 feet to the Easterly side of a 20-foot wide alley or lane, thence with said alley or lane, North 19 degrees 38 minutes East 3 feet to the dividing line between Lots Nos. 99 and 100 in said Addition, thence with said dividing line, South 71 degrees 12 minutes East 120 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Alphonsus E. Breig and wife, by deed dated the

3rd day of April, 1945, and duly recorded among the Land Records of Allegany County, in Liber No. 203, folio 379.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Thirty-eight Hundred (\$3800.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagor shall retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of the mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and make demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns, or George R. Hughes, its, his or their

duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Thirty-Eight Hundred (\$3800.00) Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire to insure to the benefit of the Mortgagee, its successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

WITNESS:

Samuel S. Smith, Jr. (SEAL)
SAMUEL S. SMITH, JR.

Evergan Smith

Evelyn M. Smith (SEAL)
EVELYN M. SMITH

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this *22nd* day of September, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared Samuel S. Smith, Sr. and Evelyn M. Smith, his wife, and each acknowledged the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed my Notarial Seal the day and year above written.



James M. Soley
NOTARY PUBLIC

Compared and Mailed delivered 9/23/54
To *Mortgage City*
By *S. S.* 19 54

FILED AND RECORDED SEPTEMBER 23rd 1954 at 3:10 P.M.

This Mortgage, Made this *22nd* day of
September in the year nineteen hundred and fifty-four, by and between

Clarence L. Appold and Violet S. Appold, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,

Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

Clarence L. Appold and Violet S. Appold, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Ten Hundred Thirty (\$1030.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Clarence L. Appold and Violet S. Appold, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground situated near the Little Valley
Road about one mile Northeasterly of the City of Cumberland, Allegany
County, Maryland, being Lot No. 26, Section "A", as shown on Amended
Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and
described as follows, to-wit:

BEGINNING at a point on the Easterly side of Lake Avenue, at the
intersection with the Northerly side of Fern Street, and running
thence with the Easterly side of Lake Avenue, North 40 degrees 42
minutes East 55 feet, more or less, to Lot No. 27, thence with the
division line of said Lots Nos. 26 and 27, in a Southeasterly direc-
tion 150 feet, more or less, to Fern Street, thence with the Northerly
side of Fern Street in a Westerly direction 160 feet, more or less, to
the place of beginning.

It being the same property which was conveyed unto the said Mortgagors
by James Gentry (widower), by deed dated June 19, 1943, and recorded
in Liber 196, folio 429, one of the Land Records of Allegany County.

ALSO; all those lots or parcels of ground situated near the Little
Valley Road about one and one-half miles Northeasterly of the City of
Cumberland, Allegany County, Maryland, being Lots Nos. 613, 614 and
615, Section "B", as shown on Amended Plat No. 2 of Bowman's Cumber-
land Valley Addition to Cumberland, and described as follows, to-wit:

BEGINNING at a point on the Westerly side of Lake Avenue, at the
end of the first line of Lot No. 612, and running thence with the
Westerly side of said Avenue, North 40 degrees 42 minutes East 140
feet, more or less, to the intersection of the Westerly side of said
Avenue with the Southerly side of Fern Street, thence with Southerly
side of said Street, North 53 degrees 20 minutes West 190 feet, more
or less, to the intersection of the Southerly side of said Street with
the Easterly side of Clinton Street, then with the Easterly side of
Clinton Street, South 39 degrees 26 minutes West 130 feet, more or
less, to the end of the second line of Lot No. 612, then with said
second line reversed, South 49 degrees 28 minutes East 185 feet, more
or less, to the beginning.

It being the same property which was conveyed unto the said Mortga-
gors by Winmer Bowman and wife, by deed dated March 10, 1930, and
recorded in Liber 164, folio 505, one of the Land Records of Allegany
County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Ten Hundred Thirty (\$1030.00) - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Ten Hundred Thirty (\$1030.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Clarence L. Appold
Clarence L. Appold

James M. Ashley

Violet S. Appold (SEAL)
Violet S. Appold

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 22nd day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Clarence L. Appold and Violet S. Appold, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

and Calhoun written.

James M. Ashley
Notary Public



FILED AND RECORDED SEPTEMBER 23rd 1954 at 8:40 A.M.
in Mortgage City
Book 10

FILED AND RECORDED SEPTEMBER 23rd 1954 at 8:40 A.M.

PURCHASE MONEY

This Mortgage, Made this 22nd day of September

in the year nineteen hundred and fifty-four by and between

FLOYD EARL JENKINS and GLORIA S. JENKINS, his wife,

of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated,

a corporation duly incorporated under the Laws of the State of Maryland, party of the second part.
WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - -THREE THOUSAND and 00/100 - - - - - (\$3,000.00) - - - Dollars, on
- - - Thirty Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described

as follows:

ALL that lot, parcel or tract of land situate on the southerly side of Quebec Avenue in Cumberland, Maryland designated as Lot Number Eighteen on the Plat of the East End Land Company, a plat of which said addition is recorded in Liber No. 102, folio 737, among the Land Records of Allegany County, Maryland, and described by the following metes and bounds:

BEGINNING for the same on the south side of Quebec Avenue at its intersection with the dividing line between Lots Numbers Eighteen and Nineteen in said Addition and running thence with said Avenue, South sixty-eight degrees ten minutes East thirty-two feet, then South twenty-one degrees fifty minutes West one hundred and twenty feet to an alley, then with it, North sixty-eight degrees ten minutes West thirty-two feet to the dividing line between said Lots Numbers Eighteen and Nineteen and then with it, North twenty-one degrees fifty minutes East one hundred and twenty feet to the beginning.

IT BEING the same property which was conveyed by the Western Maryland Building and Loan Association, Inc., to Floyd Earl Jenkins and Gloria S. Jenkins, his wife by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of - - - - - Three Thousand and 00/100 - - - - - Dollars with six (6) per cent interest thereon, payable in 120 monthly payments of not less than \$ 33.33 each, on or before the 22nd day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 22nd day of October, 19 54, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 22nd day of September, 19 64.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand and 00/100 - - - - - (\$3,000.00) 0 Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carecaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Patty Ann Davis

Floyd Earl Jenkins (SEAL)
FLOYD EARL JENKINS
Gloria S. Jenkins (SEAL)
GLORIA S. JENKINS

State of Maryland,

Allegany County, to wit:

I hereby certify that, on this 22nd day of September 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Floyd Earl Jenkins and Gloria S. Jenkins, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 22nd day of September 19 54.



Patty Ann Davis
Notary Public

FILED AND RECORDED SEPTEMBER 23rd 1954 at 12:05 P.M.

This Mortgage, Made this 22nd day of SEPTEMBER in the

year Nineteen Hundred and fifty-four by and between

David L. Rinker, Sr. and Florine E. Rinker, his wife,

of Allegany County, in the State of Maryland, part^{ies} of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Forty-nine Hundred & 00/100 - - - - - (\$4900.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty & 03/100 - - - - - (\$40.03) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month,



and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situate in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 40 in Annandale Addition to Cumberland, a plat of which said addition is recorded in Plat Case Box No. 59, one of the Land Records of Allegany County, Maryland, and described as follows, to-wit:

Beginning for the same on the northwesterly side of Gephart Drive at the end of the first line of Lot No. 39 in said addition, it being also South 49 degrees 23 minutes West 275 feet from the intersection of the northwesterly side of Gephart Drive with the southwesterly side of a 15 foot alley, and running then with Gephart Drive, South 49 degrees 23 minutes West 35 feet, then North 40 degrees 37 minutes West 85 feet to an alley about 13½ feet wide; then with it, North 49 degrees 23 minutes East 35 feet to the end of the second line of said Lot No. 39 and then reversing said second line, South 40 degrees 37 minutes East 85 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Doris E. Hauger, et al, dated July 17, 1950 and recorded among the Land Records of Allegany County, Maryland, in Liber No. 230, folio 92.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-nine Hundred & 00/100 - - - (\$4900.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

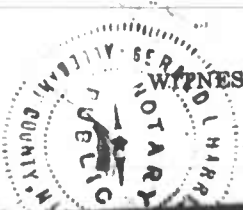
David L. Rinker, Sr. [SEAL]
David L. Rinker, Sr.
Florine E. Rinker [SEAL]
Florine E. Rinker
_____[SEAL]
_____[SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 22nd day of SEPTEMBER
 in the year nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

David L. Rinker, Sr. and Florine E. Rinker, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
 Notary Public.

Compared and Motion Reviewed MB
 In Judge at 2 Court
 Oct 8 1954

FILED AND RECORDED SEPTEMBER 24th 1954 at 10:10 A.M.

This Mortgage, Made this 23rd day of September
 in the year Nineteen Hundred and FiftyFour, by and between

Alston F. Mallow and Emma I. Mallow, his wife,

of Allegany County, in the State of Maryland
 parties of the first part, and

Jacob W. Mallow, Widower,

of Allegany County, in the State of Maryland
 party of the second part, WITNESSETH:

Whereas, the Parties of the First Part are now indebted unto the Party



of the Second Part in the full and just sum of Eighteen Hundred (\$1800.00) Dollars this day loaned the Parties of the First Part by the Party of the Second Part, which principal sum with interest at six (6%) percent per annum is to be repaid by the Parties of the First Part to the Party of the Second Part in quarterly payments of not less than One Hundred (\$100.00) Dollars, said payments to be first applied to the interest and the balance to the principal until the amount of principal and interest is fully paid.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Parties of the First Part

do give, grant, bargain and sell, convey, release and confirm unto the said Party of the Second Part, his Administrators, Executors or heirs and assigns, the following property, to-wit:

Called "Middlesex", beginning at the end of the first line of "Addition to Johnson's Folly" and running with the second part of the third lines thereof, West 18 perches, South 19 degrees West 76 1/2 perches, thence South 76 degrees East 8 1/2 perches to a white oak marked with eleven notches standing at the end of 23 perches on the fifth line of a tract of land called "Stoney

Level", and reverses it and the fourth and third lines thereof, then by a straight line to the beginning, containing twelve and one-eighth acres, more or less, to be held by the name of "Middlesex", surveyed the 11th day of May, 1838, and recorded in Surveyor's Record D folio 329.

It being the same property which was conveyed unto the Parties of the First Part by Jacob W. Mallow and Annie J. Mallow, his wife, by a deed dated June 28, 1948 and recorded in Liber No. 224, folio 32, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Parties of the First Part,

their heirs, executors, administrators or assigns, do and shall pay to the said Party of the Second Part, his

executor, administrator or assigns, the aforesaid sum of \$1,800.00

Eighteen Hundred Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be

performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Parties of the First Part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

Parties of the First Part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Party of the Second Part, his

heirs, executors, administrators and assigns, or William L. Wilson his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

Parties of the First Part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said

Parties of the First Part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Eighteen Hundred (\$1,800.00)

Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee his heirs or assigns, to the extent of his their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor

Attest: as to both -

Shirley A. McDonald

Alston F. Mallow [SEAL]
Alston F. Mallow

[SEAL]

Emma I. Mallow [SEAL]
Emma I. Mallow

[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 23rd day of September in the year nineteen Hundred and Fifty Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Alston F. Mallow and Emma I. Mallow, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared

Jacob W. Mallow, Widower,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

William L. Mallow Jr
Notary Public.

FILED AND RECORDED SEPTEMBER 24th 1954 at 12:55 P.M;

This Mortgage, Made this 23rd day of SEPTEMBER in the year Nineteen Hundred and fifty four by and between

George Reuschel and Frances C. Reuschel, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand & 00/100 - - - - - (\$5000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 per cent. per annum, in the manner following:



By the payment of Fifty & 00/100 - - - - - (\$50.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that tract or parcel of ground lying in District No. 2 in Allegany County, Maryland, being the first parcel of land described in a deed from Samuel J. Hahn and Mary E. Hahn, his wife, to Louis Weber by deed dated the 28th day of December, 1934, and recorded among the Land Records of Allegany County, Maryland, in Liber 172, folio 32, and described as follows, to-wit:

All that tract or parcel of land beginning at a stone by a white Oak on Nixons Line and at the end of the first line of the whole piece from its beginning, a Stone No. 4, and running with the Second Course North 22 degrees East 200 perches, then South 69 degrees East 735 feet to meet the line on the east side, and with it South 13 degrees West 250.7 perches to a stone culvert, then North 50 degrees West 10 poles to original, and then North 42 degrees West 65 perches to the beginning, containing 9½ acres, more or less. Excepting, however, from said described property, the following two parcels thereof:

(1) All that part of said entire tract of land conveyed by Louis Weber and Mamie R. Weber, his wife, to Robert C. Brown and Florence Brown, his wife, by deed dated September 23, 1938, recorded among the aforesaid Land Records in Liber No. 181, folio 484; and

(2) Also excepting from said whole tract, all that part thereof conveyed by the said Louis Weber to Marco Cernachic et ux, by deed dated June 28, 1940, recorded among the aforesaid Land Records in Liber No. 197, folio 655.

The tract of land intended to be hereby conveyed contains 80 acres, more or less.

Being the same property which was conveyed unto the parties of the first part by deed of Glenn R. Rawlings and Thelma C. Rawlings, his wife, et al, dated June 30, 1953, recorded among the Land Records of Allegany County, Maryland, in Liber No. 251, folio 283.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-

ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand & 00/100 - - - - (\$5000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the

mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George Reuschel [SEAL]
George Reuschel
Frances C. Reuschel [SEAL]
Frances C. Reuschel

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 23rd day of SEPTEMBER
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

George Reuschel and Frances C. Reuschel, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED SEPTEMBER 24th 1954 at 1:45 P.M.

This Mortgage, Made this 24th day of September
in the year nineteen hundred and fifty-four by and between

RUSSELL L. McABEE and MARGARET L. McABEE, his wife,



of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated,

a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,
WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - - TEN HUNDRED FIFTY and 00/100 - - - - (\$1,050.00) - - - - Dollars, on
- - - - Eleven - - - - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in ~~the City of Cumberland~~ Allegany County and the State of Maryland and more particularly described as follows:

ALL that piece or parcel of land lying and being in Election District No. 12 and southeast of the town of Frostburg, Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at the end of the second line of a piece or parcel of land conveyed by W. G. McMillan to Andrew Brode, Jr. by deed dated April 18, 1917, Recorded in Liber No. 121, folio 621 of the Land Records of Allegany County, Maryland. Said point being also on the easterly side of the County Road known as Welsh Hill, then with part of the third line of the before mentioned deed South fifty-five (55) degrees 30 minutes East 263.00 feet; then leaving third line South 90 degrees 30 minutes East 50.00 feet, North 63 degrees 48 minutes West 205.83 feet to a point on the before mentioned second line North 12 degrees 30 minutes West 110.00 feet to the beginning; containing in all: thirty-four one-hundredths (0.34) acres, more or less.

IT being the same property which was conveyed by Andrew Brode, Jr., et ux, to Russell L. McAbee et ux by deed dated May 20, 1953, and recorded in Deeds Liber 250, folio 228 among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of
- - - - Ten Hundred Fifty and 00/100 - - - - (\$1,050.00) - - - - Dollars with six
per cent interest thereon, payable in 48 monthly payments of not less than \$24.66 each,
on or before the 24th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 24th day of October, 1954, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 24th day of September, 1958.

It is understood and agreed that the parties of the first part have the right to pay, in addition to

the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Hundred Fifty and 00/100 - - - - - (\$1,050.00) - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Caracaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Patty Ann Davis

Russell L. McAbee (SEAL)
RUSSELL L. McABEE
Margaret L. McAbee (SEAL)
MARGARET L. McABEE

State of Maryland,

Allegany County, to wit:

I hereby certify that, on this 24th day of September 19 54 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Russell L. McAbee and Margaret L. McAbee, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 24th day of September 19 54.



Patty Ann Davis
Notary Public

FILED AND RECORDED SEPTEMBER 24th 1954 at 1:45 P.M.**This Mortgage**, Made this 24th day of September

in the year nineteen hundred and fifty-four by and between

OLEN G. TODD and CORA B. TODD, his wife,

of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated,a corporation duly incorporated under the Laws of the State of Maryland, party of the second part,
WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - - EIGHTY-FIVE HUNDRED and 00/100 - - - - (\$8,500.00) - - - Dollars, on Eighty-Five - - - - Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL those lots, pieces or parcels of ground lying and being in Allegany County, Maryland, and known as Lots Nos. 49, 50, 57, 58, and 59 on the plat of Garden City Homes in Election District No. 29, which plat is recorded in Plat Box No. 150 among the Land Records of Allegany County, Maryland, reference to which is hereby specifically made for a more particular description of said lots.

IT being the same property which was conveyed to Olen G. Todd, et ux, by the Garden City Homes, Inc., by two deeds both dated August 17, 1945, the first of which is recorded in Deeds Liber 212, folio 128 and the second in Deeds Liber 212, folio 130 among the Land Records of Allegany County, Maryland.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of - - - - Eighty-five Hundred and 00/100 - - - - Dollars with six per cent interest thereon, payable in 139 monthly payments of not less than \$85.00 each, on or before the 24th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 24th day of March, 1955, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 24th day of September, 1966.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and

pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least - EIGHTY-FIVE HUNDRED and 00/100 - - - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Patty Ann Davis

Olen G. Todd (SEAL)
Cora B. Todd (SEAL)
OLEN G. TODD
CORA B. TODD

State of Maryland.

Allegany County, to wit:

I hereby certify that, on this 24th day of September 19 54 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Olen G. Todd and Cora B. Todd, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 24th day of September 19 54.



Patty Ann Davis
Notary Public

FILED AND RECORDED SEPTEMBER 25th 1954 at 9:40 A.M.**This Mortgage**, made this 23rd day of September, in the

year Nineteen Hundred and fifty-four, by and between

Joseph C. Kenney and Eleanor J. Kenney, his wife,

hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and

Earl W. Sines and Mary C. Sines, his wife,

hereinafter called Mortgagees, which expression shall include their heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, parties of the second part, witnesseth:

WHEREAS, the said Joseph C. Kenney and Eleanor J. Kenney, his wife, stand indebted unto the said Earl W. Sines and Mary C. Sines, his wife, in the just and full sum of Twenty-Five Hundred (\$2500.00) Dollars, payable one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, on March 31, June 30, September 30, and December 31, of each year, the first pro-rata quarterly interest hereunder to be payable on September 30, 1954.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagors do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagees the following property, to-wit:

All that lot of ground situated in Allegany County, Maryland, three miles West of Cumberland, known as part of Lot No. 8 in Braddock Farms, a plat of which is recorded in Plat Case Box No. 31 of the Land Records of Allegany County, Maryland, said part of Lot being described as follows:

Part of Lot No. 8: BEGINNING on the Northwestern side of Maryland Street in said Braddock Farms Addition at the end of the first line of Lot No. 7 of said Addition, and running thence with Maryland Street, North 39 degrees 54 minutes East 47 feet, then across said Lot No. 8, North 50 degrees 6 minutes West 605 feet to a point on the third line of whole Lot No. 8, thence with part of the third line of whole Lot No. 8, South 39 degrees 54 minutes West 47 feet to the end of the second line of Lot No. 7, thence reversing said second line, South 50 degrees 6 minutes East 605 feet to the beginning.

It being the same property which was conveyed unto the said mortgagors by Oscar W. Wolfe and wife, by deed dated the day of September, 1954, and to be duly filed for record among the Land Records of Allegany County.

ALSO: All that lot or parcel of ground in Allegany County, Maryland, fronting 25 feet on Maryland Street, and known as the Northeasterly portion of Lot No. 8 in Braddock Farms, an Addition about three miles West of Cumberland and near the National Highway, a plat of which is recorded in Plat Case Box No. 31, among the Land Records of Allegany County, Maryland; said part of Lot No. 8 being described as follows:

Part of Lot No. 8: BEGINNING on the Northwestern side of Maryland Street at the end of the first line of Lot No. 8, and running thence with the division line between Lots Nos. 8 and 9, North 50 degrees 6 minutes West 605 feet; thence South 39 degrees 54 minutes West (being also with part of the third line of Lot No. 8) 25 feet; thence across Lot No. 8, South 50 degrees 6 minutes East 605 feet to Maryland Street; thence with Maryland Street, North 39 degrees 54 minutes East 25 feet to the place of beginning; including a right-of-way along and adjoining the first line of above description with a frontage of seven feet on Maryland Street, running back with an even width of seven feet a distance of seventy-four feet over the adjoining Lot No. 9 in said Addition.

It being the same property which was conveyed unto the said mortgagors by Earl Don Diehl and wife, by deed dated the day of September, 1954, and to be duly recorded among the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagors shall pay to the said Mortgagees the aforesaid Twenty-Five Hundred (\$2500.00) Dollars

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor s may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor s hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee s or George R. Hughes

duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor s. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor s to the person advertising.

AND the said Mortgagor s further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee s, the improvements on the hereby mortgaged land to an amount of at least

Twenty-Five Hundred (\$2500.00) dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee s to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee s; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal s of said Mortgagor s

Attest:

C. E. Kenney
S. E. Kenney

Joseph C. Kenney (SEAL)
Joseph C. Kenney (SEAL)
Eleanor J. Kenney (SEAL)
Eleanor J. Kenney (SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 23rd day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Joseph C. Kenney and Eleanor J. Kenney, his wife,

the within named Mortgagor s, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Earl W. Sines and Mary C. Sines, his wife,

the within named Mortgagee s, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.

FOR VALUE RECEIVED, we hereby assign the within and foregoing Mortgage unto The Liberty Trust Company, Cumberland, Maryland, and guarantee the payment thereof both as to principal and interest in strict accordance with the terms and conditions therein set forth.

WITNESS:

Thomas L. Keech

Earl W. Sines (SEAL)
EARL W. SINES

Mary C. Sines (SEAL)
MARY C. SINES

SEP 25

FILED AND RECORDED SEPTEMBER 25" 1954 at 10:10 A.M.

Purchase Money
This Mortgage, Made this 22nd day of September
 in the year Nineteen Hundred and Fifty-four, by and between

Henry L. Davis and Florence L. Davis, his wife,
 of Allegany County and State of Maryland, parties
 of the first part, and Eugene Howell

of Allegany County, in the State of Maryland
 part Y of the ~~first~~ ^{second} part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
 a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
 of business in Cumberland, Allegany County, Maryland, party of the ~~second~~ ^{third} part, WITNESSETH:

Whereas, the said Henry L. Davis and Florence L. Davis, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
 and full sum of Forty-Two Hundred and no/100-----
 Dollars (\$ 4200.00), to be paid with interest at the rate of six per cent (6 %) per
 annum, to be computed monthly on unpaid balances, in payments of at least
Forty-One----- Dollars (\$ 41.00) per month ^{including} ~~and~~ interest; the first of said monthly
 payments being due one month from the date of these presents and each and every month there-
 after until the whole principal, together with the interest accrued thereon, is paid in full, to secure
 which said principal, together with the interest accruing thereon, these presents are made.

The said Eugene Howell, party of the second part, has joined in
 this mortgage for the purpose of securing and guaranteeing to the
 said party of the third part the re-payment by the said parties of
 the first part, of that part of the mortgage indebtedness hereby
 secured in excess of Twenty-Five Hundred Dollars (\$2500.00).

And Whereas, this mortgage shall also secure future advances as provided by Section
 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted
 with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments
 thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
 of, together with the interest thereon, the said Henry L. Davis and Florence L.
Davis, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-

LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situated, lying and being on the Southerly side of Glenwood Street (formerly Wine Street), Cumberland, Allegany County, Maryland, fronting on said Glenwood Street for a distance of 42 feet and extending back 165 feet, being known and distinguished as Lot No. 38 in Percy and Merten's Addition to Cumberland, a plat of which said Addition is recorded in Liber 34, folio 717, among the Land Records of Allegany County, Maryland.

It being the same property which was conveyed unto the said Henry L. Davis and Florence L. Davis, his wife, by Melvin F. Heller and Almeda S. Heller, his wife, by deed dated the 22nd day of September, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Henry L. Davis and Florence L. Davis, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Forty-Two Hundred----- Dollars (\$ 4200.00-----) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Henry L. Davis and Florence L. Davis, his wife,

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Henry L. Davis and Florence L. Davis, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or _____

F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Henry L. Davis and Florence L. Davis, his wife, their

_____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Henry L. Davis and Florence L. Davis, his wife,

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Forty-Two Hundred----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of the said mortgagors

Attest:

Ethel McCarty Henry L. Davis [SEAL]
HENRY L. DAVIS
Florence L. Davis [SEAL]
FLORENCE L. DAVIS
Eugene Howell [SEAL]
EUGENE HOWELL

State of Maryland,
Allegany County, to wit:

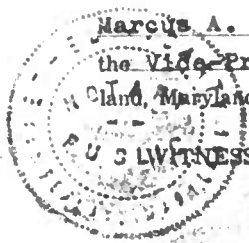
I hereby certify. That on this 22nd day of September
in the year Nineteen Hundred and Fifty four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Henry L. Davis and Florence L. Davis, his wife, and
Eugene Howell

and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumber-
land, Maryland.

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is
the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumber-
land, Maryland and duly authorized to make this affidavit.



IN WITNESS my hand and Notarial Seal the day and year aforesaid.

Ethel McCarty
Notary Public.

FILED AND RECORDED SEPTEMBER 27th 1954 at 10:30 A.M.

PURCHASE MONEY

This Mortgage, Made this 24TH day of SEPTEMBER in the
year Nineteen Hundred and fifty four by and between
Hugo A. Taschenberger and Ada P. Taschenberger, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
 - - - - Thirty-four Hundred and 00/100 - - - - (\$3400.00) - - - - Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon from
 the date hereof, at the rate of 5-1/2 per cent. per annum, in the manner following:

By the payment of Twenty-seven and 79/100 - - - - (\$27.79) - - Dollars
 on or before the first day of each and every month from the date hereof, until the whole of said
 principal sum and interest shall be paid, which interest shall be computed by the calendar month,
 and the said installment payment may be applied by the mortgagee in the following order: (1) to
 the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
 of every nature and description, ground rent, fire and tornado insurance premiums and other
 charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
 said principal sum. The due execution of this mortgage having been a condition precedent to the
 granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
 together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
 release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
 ing described property, to-wit:

ALL that lot, piece or parcel of ground, situate, lying and being on the
 northerly side of Boone Street, in the City of Cumberland, in Allegany County,
 in the State of Maryland, and particularly described as follows, to wit:-

BEGINNING for the same at a point on the northerly side of Boone Street
 where it is intersected by a line extended southerly through the center of the
 partition wall of the fifth and sixth houses of a block of nine houses built at the
 northeasterly intersection of Boone and Oak Streets, said point of beginning
 being also distant 83 feet measured in an easterly direction along the northerly
 side of Boone Street from its intersection with the easterly side of Oak Street,
 and running thence with the easterly side of Boone Street, South 69 degrees 30
 minutes East 16-1/10 feet to intersect a line drawn through the center of the
 partition wall and extended southerly of the sixth and seventh houses of afore-
 mentioned block of nine houses, thence with said extended line, through the
 center of the partition wall aforesaid, North 20 degrees 30 minutes East 100
 feet to the southerly side of Cypress Alley, thence with the southerly side thereof,
 North 69 degrees 30 minutes West 16-1/10 feet to intersect a line drawn through
 the center of the partition wall and extended northerly of houses numbers five and
 six of said block, thence with said extended line, through the center of the partition
 wall between houses numbers five and six, South 20 degrees 30 minutes West 100
 feet to the place of beginning.

IT being the same property which was conveyed by William R. Carscaden,
 Trustee, to Hugo A. Taschenberger et ux by deed dated _____,
 and to be recorded among the Land Records of Allegany County, Maryland, prior
 to the recordation of this mortgage which is given to secure part of the purchase
 price of the property therein described and conveyed.

"And whereas this mortgage shall also secure as of the date hereof future advances made at
 the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the ag-
 gregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt
 exceed the original amount hereof provided, the full amount of any such advance is used for pay-
 ing the costs of any repairs, alterations or improvements to the mortgaged property as provided
 in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any
 amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
 payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or
 wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional colla-
 teral for this indebtedness, and any sums of money so advanced shall be added to the unpaid bal-
 ance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the
 payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the
 Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this
 indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this
 indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or
 at any time on said premises, and every part thereof, in good repair and condition, so that the
 same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from
 time to time make or cause to be made all needful and proper replacements, repairs, renewals, and
 improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-four Hundred and 00/100 - - - - - (\$3400.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

George L. Han

Hugo A. Taschenberger [SEAL]
Hugo A. Taschenberger

Ada P. Taschenberger [SEAL]
Ada P. Taschenberger

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24TH day of SEPTEMBER
in the year nineteen Hundred and Fifty four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Hugo A. Taschenberger and Ada P. Taschenberger, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Han
Notary Public.

Examined and found correct
To *Geo W. Legge*
1954

FILED AND RECORDED SEPTEMBER 27th 1954 at 10:30 A. M.
purchase money

This Mortgage, Made this 24TH day of SEPTEMBER in the
year Nineteen Hundred and fifty four by and between

Ernest R. Davis and Zannah M. Davis, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Fifty-eight Hundred Fifty & 00/100 - - (\$5850.00) - - - - Dollars.

which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of $4\frac{1}{2}$ per cent. per annum, in the manner following:

By the payment of Thirty-seven & 01/100 - - (\$37.01) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the afore-said principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being in Cumberland, Allegany County, Maryland, and being the northerly twenty-five feet of Lot No. 1 and all of Lot No. 2 of Block N, of Bellevue Addition, a plat of which addition is recorded in Plat Book No. 1, folio 58 among the Land Records of Allegany County, Maryland, and which said property is more particularly described in one parcel as follows, to-wit:

Beginning for the same at a stake standing on the westerly side of Yale Street at the end of a line drawn North 32 degrees 30 minutes East 75 feet from the intersection of the northerly side of Harvard Street and the westerly side of Yale Street and running then with said side of said Yale Street, North 32 degrees 30 minutes East 75 feet to the division line between Lots 2 and 3 of said Block N; then with said division line, North 57-1/2 degrees West 110 feet to the easterly side of an alley; then with said side of said alley, South 32 degrees 30 minutes West 75 feet; and then South 57-1/2 degrees East 110 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Laura G. Conrad, widow, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifty-eight Hundred Fifty & 00/100 - - (\$5850.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]

Ernest R. Davis [SEAL]
Ernest R. Davis

Zannah M. Davis [SEAL]

Zannah M. Davis

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24TH day of SEPTEMBER
in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Ernest R. Davis and Zannah M. Davis, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]
Notary Public.

FILED AND RECORDED SEPTEMBER 28th 1954 at 10:20 A.M.

This Mortgage, made this twenty-seventh of September-----, in the
year Nineteen Hundred and fifty-four, by and between John DeVore and Ann L. DeVore,
husband and wife, of Westernport, Allegany County, Maryland-----

----- hereinafter called Mortgagors, which
expression shall include their heirs, personal representatives, successors and assigns where
the context so admits or requires, of Allegany County, State of Maryland, parties of the first part
and THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND, a corporation,
organized under the National Banking Laws of the United States, hereinafter called Mortgagee,
which expression shall include its successors and assigns, of Allegany County, State of Maryland,
party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in
the principal sum of Fifty-four hundred ----- Dollars (\$ 5400.00),
with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until

paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor, dated the 27th day of September, 1954, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 60.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 27th day of September, 1954, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagor, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

That certain lot of ground situated in Westernport, Allegany County, Maryland, improved by dwelling house No. 401, and which lot fronts 24 feet 10 inches on the north side of Maryland Avenue in said town, and running back, the same width throughout, a distance of 84 feet to a 12 foot alley. Being the same property which was conveyed unto the said parties of the first part by deed from The West Virginia Pulp and Paper Company, dated June 1, 1950 and recorded among the land records of Allegany County, Maryland on June 13, 1950, and to which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least fifty four hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest:

Charles J. Laughlin

John H. LeVore (SEAL)
JOHN LEVORE

Ann L. DeVore (SEAL)
Ann L. DeVore

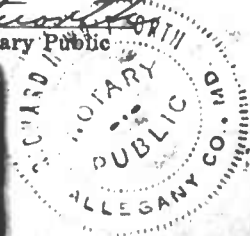
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 27th day of September, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, John DeVore and Ann L. DeVore, his wife,

the within named Mortgagor s, and acknowledged the foregoing mortgage to be their voluntary act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Richard H. Whitworth
Notary Public



Nov. 5, 1954

For value received the undersigned, Citizens National Bank of Westernport, a corporation, does hereby release the within mortgage which was made by John L. DeVore and Ann L. DeVore, the 27th day of September, 1954.

As witness the hand and the Corporate Seal of the said Citizens National Bank of Westernport, Md.
(Corporate Seal)
Witness: Charles J. Laughlin, Cashier
By: Horace P. Whitworth, President

11-15-54

*1. Mortgage deed not filed
104 21 11 54*

FILED AND RECORDED SEPTEMBER 28th 1954 at 8:30 A.M.

PURCHASE MONEY

This Mortgage, Made this Twentieth day of September,

in the year Nineteen Hundred and Fifty -four-, by and between EDWIN MONTGOMERY and DOMENICA MONTGOMERY, his wife,

of Westernport, Allegany County, in the State of Maryland, parties of the first part, and THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, a corporation organized under the National Banking Laws, party of the second part, WITNESSETH:

Whereas, the said Edwin Montgomery and Domenica Montgomery, his wife, are indebted unto the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, in the just and full sum of ONE THOUSAND AND FIFTY (\$1050.00) DOLLARS, as evidenced by their joint and several negotiable, promissory note, of even date herewith, for said sum of ONE THOUSAND AND FIFTY (\$1050.00) DOLLARS, payable on demand to the order of the said THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, with interest from date, at said BANK;

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-

of, together with the interest thereon, the said Edwin Montgomery and Domenica
Montgomery, his wife, parties of the first part, -----

do hereby give, grant, bargain and sell, convey, release and confirm unto the said -----
THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors
and assigns, the following property, to-wit:

All that lot or parcel of land known as LOT NUMBER ONE HUNDRED
 and FORTY-SEVEN (147), lying and being in Hammond's Addition to the
 Town of Westernport, Allegany County, Maryland, and described as
 follows, to wit:

BEGINNING at the end of the first line of Lot No. 146 and run-
 ning North 33 degrees East Fifty (50) feet; North 57 degrees West
 One hundred and twenty-five (125) feet; South 33 degrees West Fifty

(50) feet; South 57 degrees East One hundred and twenty-five (125)
 feet to the place of beginning; being the same property which was
 conveyed to the said Edwin Montgomery and Domenica Montgomery, his
 wife, by Russell K. Coleman and Mary L. Coleman, his wife, by Deed,
 dated September 18th, 1954, and to be recorded among the Land Re-
 cords of said Allegany County, Maryland, prior to the recording of
 this Mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways,
 waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Edwin Montgomery and Domenica Montgomery,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors
or assigns, the aforesaid sum of ONE THOUSAND AND FIFTY
(\$1050.00) DOLLARS-----
 together with the interest thereon, as and when the same shall become due and payable, and in
 the meantime do and shall perform all the covenants herein on their part to be
 performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of
the first part -----

----- may hold and possess the aforesaid property, upon paying in
 the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
 mortgage debt and interest thereon, the said parties of the first part-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
 terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
 then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said -----

THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA, its successors

and assigns, or Harry K. Drane, its -----
 his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
 time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
 and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
 or assigns; which sale shall be made in manner following to-wit: By giving at least twenty

days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

received or not; and as to the balance, to pay it over to the said parties of the first part, their ----- heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their ----- representatives, heirs or assigns.

And the said Edwin Montgomery and Domenica Montgomery, his wife, parties of the first part, ----- further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and ----- assigns, the improvements on the hereby mortgaged land to the amount of at least ----- One thousand and fifty (\$1050.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ----- heirs or assigns, to the extent of its or ----- their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s

Attest:

J. Bernard Mayhew Jr. Edwin Montgomery [SEAL]
J. Bernard Mayhew Jr. Domenica Montgomery [SEAL]

STATE OF WEST VIRGINIA, MINERAL COUNTY, TO WIT:

I hereby certify, That on this 24th day of September,

in the year nineteen Hundred and Fifty-four -----, before me, the subscriber,
a Notary Public of the State of ~~West Virginia~~ and for said County, personally appeared Edwin Montgomery and Domenica Montgomery, his wife, -----

and each ----- acknowledged the foregoing mortgage to be their respective ----- act and deed; and at the same time before me also personally appeared J. B. Determan, Cashier of THE FIRST NATIONAL BANK, OF PIEDMONT, WEST VIRGINIA,

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

My commission expires

September 7th 1961

J. Bernard Mayhew Jr.
Notary Public.

FILED AND RECORDED SEPTEMBER 28th 1954 at 12:05 P.M.

purchase money

This Mortgage. Made this 27th day of SEPTEMBER in the
year Nineteen Hundred and fifty-four by and between
Chester K. McGill and Norma Jane McGill, his wife,

of Allegany County, in the State of Maryland, part ~~10~~ of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Ten Thousand & 00/100 - - - - (\$10,000.00) - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-three & 26/100 - - (\$63.26) - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All of that lot or parcel of ground, lying and being on
the Braddock Road in Allegany County, Maryland, about 5 1/2 miles west
of the city of Cumberland, Maryland, known as Lot No. 7 of the First
Addition laid off by The Market Buildings, Inc., in the property
known as Braddock Estates, a plat of which said addition is recorded
after the confirmatory deed from The Market Buildings, Inc., to
Wallace H. McGill et ux, dated September 2, 1954, recorded among the
Land Records of Allegany County, Maryland, and which said lot is more
particularly described as follows, to-wit:

Beginning for the same at a point on the southerly side of
the Braddock Road lying South 77 degrees 16 minutes East 500 feet,
South 79 degrees 00 minutes East 100 feet from the end of the second
line of the parcel of ground conveyed to J. P. Frase et ux by deed of
Mary Jane Keeth et al dated September 6, 1950, and recorded among the
Land Records of Allegany County, Maryland, in Deeds Liber No. 232,
folio 623, and running then with the southerly side of the said Braddock
Road, it being 33 feet from the center line thereof, South 81 degrees 44
minutes East 100 feet to Lot No. 8, then with said Lot No. 8, South 8
degrees 16 minutes West 184 feet to the right-of-way of the Potomac

Edison Company, and with it North 77 degrees 10 minutes West 108.7 feet to Lot No. 6, and then North 11 degrees 00 minutes East 175.7 feet to the beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Wallace H. McGill and Clive C. McGill, his wife, dated the 11th day of August, 1954, and which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagee's option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand & 00/100 - - - (\$10,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George W. Legge

Chester K. McGill

Chester K. McGill

[SEAL]

Norma Jane McGill

Norma Jane McGill

[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 27th day of SEPTEMBER

in the year nineteen Hundred and Fifty _____, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Chester K. McGill and Norma Jane McGill, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge

Notary Public.

FILED AND RECORDED SEPTEMBER 21" 1954 at 3:45 P.M.

This Mortgage, Made this 21st day of Septemberin the year Nineteen Hundred and Fifty-four, by and between

Ada L. Miller, single,

of Allegany County, in the State of Maryland,

party of the first part, and

Mary E. Reinhart

of Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said party of the second part has this day loaned unto the said party of the first part the full and just sum of Two Thousand Dollars (\$2000.00), which said sum, the said party of the first part does hereby agree to repay within one year from the date whereof, together with interest thereon at the rate of five percent (5%) per annum due and payable semi-annually, accounting from the date hereof.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, her

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of land lying and being in the City of Cumberland, Allegany County, State of Maryland, and known as Lot No. 2 on plat filed with Trustee's Report in No. 3243 Equity as "Exhibit Plat".

BEGINNING for the said parcel at the end of the first line of Lot No. 1 on Centre Street, Lot No. 1 being described on said plat; and running thence with said street South $39\frac{1}{2}$ degrees East 38 $\frac{1}{2}$ feet; then North $51\frac{1}{2}$ degrees East 85 $\frac{1}{2}$ feet; North 53 degrees West 40 feet to the end of the second line of said Lot No. 1; and reversing South $51\frac{1}{2}$ degrees West 7 $\frac{1}{2}$ feet to the beginning.

Being the same property that was conveyed to the said Ada L. Miller, single, by deeds dated September 19, 1950 and September 26, 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber 231, folio 110 and Liber 232 folio 182 respectively.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, her

executor, administrator or assigns, the aforesaid sum of _____

Two Thousand Dollars (\$2000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

party of the first part

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

party of the second part, her

heirs, executors, administrators and assigns, or Donald W. Mason, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said party of the first

part, her

heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part,

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand & 00/100----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Donald W. Mason

Ada L. Miller [SEAL]
Ada L. Miller

[SEAL]

[SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 21st day of September
 in the year Nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
Ada L. Miller, single,

and she acknowledged the foregoing mortgage to be her
 act and deed; and at the same time before me also personally appeared

Mary E. Reinhart
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Donald W. Mason
 Notary Public.

Compared and Mailed

FILED AND RECORDED SEPTEMBER 29th 1954 at 2:25 P.M.
 WHEREAS, on the 19th day of March, 1952, Willard E. Rice
 and Joan Y. Rice, his wife, of the County of Allegany and State
 of Maryland, did execute a mortgage to John H. Twigg on a cer-
 tain property situate in Allegany County, Maryland, and more
 specifically described hereafter, said mortgage being in the sum
 of \$2,453.49 and interest, and which mortgage is duly recorded
 among the Mortgage Records of Allegany County, Maryland, in
 Liber No. 259, folio 515; and

WHEREAS, it is the intention of John H. Twigg to assign the
 said mortgage to C. Glenn Watson, the Party of the Second Part
 herein.

WITNESSETH, That for and in consideration of the sum of Ten

(\\$10.00) Dollars and other good and valuable considerations, the said John H. Twigg, Party of the First Part, does assign all his right, title, and interest in the aforesaid mortgage to C. Glenn Watson, his heirs, personal representatives, and assigns, which mortgage covers the following described property, being in the fourth Election District in Allegany County, State of Maryland:

ALL that lot or parcel of ground situate on the southwesterly corner of Elm Street and Laing Avenue in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 42 on the plat of Laing's Addition to Cumberland, Maryland, and more particularly described as follows, to-wit:

BEGINNING for said parcel at the southwesterly corner of Laing Avenue and Elm Street; and running thence with said Laing Avenue, North 56 degrees West 50 feet; thence leaving said Laing Avenue, South 34 degrees West 100 feet; thence South 56 degrees East 50 feet to Elm Street; thence with said Elm Street, North 34 degrees last 100 feet to the place of beginning.

THE AFORESAID PROPERTY is the same property which was conveyed to Willard E. Rice and Joan Y. Rice, his wife, by C. Glenn Watson, widower, by deed dated the 19th day of March, 1952, and which said deed is duly recorded among the Land Records of Allegany County, Maryland.

WITNESS, my hand and seal this 29 day of September, 1954:

ATTEST:

David M. Watson

John H. Twigg

(SEAL)

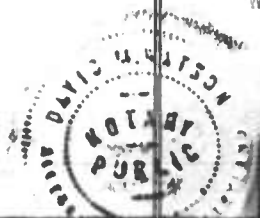
STATE OF MARYLAND, COUNTY OF ALLEGANY, to-wit:

I HEREBY CERTIFY, That on this 29 day of September, 1954, before me, the subscriber, a Notary Public for the State of Maryland, in and for Allegany County, aforesaid, personally appeared John H. Twigg, the assignor named in the above instrument of writing, and did acknowledge the foregoing instrument to be his act and deed.

WITNESS, my hand and Notarial Seal:

David M. Watson
Notary Public

LAW OFFICES
EARL EDMUND MANGES



FILED AND RECORDED SEPTEMBER 29" 1954 at 9:25 A.M.

This Mortgage, Made this 28th day of

September In the year nineteen hundred and fifty-four, by and between

Elva L. Schad, widow, and Inez J. Norton, widow,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Elva L. Schad; widow, and Inez J. Norton, widow,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Five Thousand (\$5,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on DECEMBER 31, 1954.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY
FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A
PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Elva L. Schad, widow, and Inez J. Norton, widow,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that piece or parcel of land lying and being in Election District
No. 16, in Allegany County, Maryland, and more particularly described
as follows:

BEGINNING at a large white oak tree bearing three notches, at the
point of intersection of the said Grantors' semi-private road with
the private road leading to the residence of Jacob Myers, and running
thence with said semi-private road (1) North 23 degrees West 78.5
feet to a steel spike; thence (2) North 32 degrees East 45.75 feet to
a stake; thence (3) South 60½ degrees East 34 feet to a stake on the
North margin of the said Jacob Myers' road; thence with said road,
(4) South 7½ degrees West 79.2 feet, and (5) South 30 degrees West 20
feet to the White Oak Tree at the beginning.

Also the garden lot or parcel of land, isolated from the aforesaid
residence lot, and described as follows:

BEGINNING at the end of a reference line drawn North 41½ degrees
West 34 feet from a White Oak tree bearing 3 notches, and crossing a
small bridge of cross ties and running thence (an old wire fence sur-
rounding the said garden lot), South 37 degrees West 15 feet; South
63 degrees West 25 feet to a corner post of said fence; thence North
60 degrees West 45 feet to a corner post at foot of a hill; thence
North 30 degrees East 396.5 feet, and North 31½ degrees East 17 feet
to a corner post of said fence at foot of a hill; thence South 43-3/4
degrees East 67.5 feet; thence crossing a small stream, South 47 de-
grees West 161.5 feet to a butternut sapling; thence still with said
wire fence, South 29½ degrees West 94 feet to a post, and South 31½
degrees West 270 feet to the beginning; containing .48 of an acre.

It being the same property which was conveyed unto the said Mortgagors by George E. Sweigert and wife, by deed dated the 17th day of September, 1954, and to be duly recorded among the Land Records of Allegany County.

ALSO: All that lot, piece or parcel of land situated, lying and being along the Northeasterly side of the original Oldtown Road, just East of the City of Cumberland, in Allegany County, State of Maryland, which is described as follows, to-wit:

BEGINNING for the same at a stake standing along the Northeasterly side of the original Oldtown Road, it being the beginning of the whole tract of which this is a part, said whole tract having been conveyed by Mathias J. Ruppenkamp, et ux, to Edward Dwiggins, by deed dated the 9th day of June, 1922, and recorded among the Land Records of the aforesaid Allegany County, in Liber 140, folio 60¹/₄, and running thence with part of the first line thereof (as corrected for Magnetic Variation), North 28 degrees 45 minutes East 903 feet, thence South 39 degrees 10 minutes East 312 feet, thence South 50 degrees 50 minutes West 300 feet, thence South 47 degrees 30 minutes West 412¹/₄ feet to a large red oak tree standing on side of hill just East of chicken house, thence South 15 degrees 5 minutes West 207¹/₄ feet to an iron spike along the Northeasterly side of the original Oldtown Road and at the end of 11 feet on the 10th line of the whole lot conveyed by Ruppenkamp to Dwiggins aforementioned, thence along the Northeasterly side of the original Oldtown Road and with the 10th and 11th lines of the original tract corrected as aforesaid, North 51 degrees 30 minutes West 152 feet North 26 degrees 35 minutes West 116 feet to the place of beginning, containing 4.85 acres, more or less.

It being the same property which was conveyed to Henry A. Schad and Elva L. Schad, his wife, by Jacob G. Myers and wife, by deed dated the 12th day of January, 1946, and recorded in Liber 206, folio 705, one of the Land Records of Allegany County. The said Henry A. Schad has since departed this life, thus vesting the complete title in and to the above property unto the said Elva L. Schad, as th survivor.

TOGETHER with all household furniture, furnishings and equipment now located in the improvements on the properties on the land herewith described and conveyed.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Five Thousand (\$5,000.00) - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its

successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Five Thousand (\$5,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Elva L. Schad (SEAL)
Elva L. Schad

Thomas L. Keech

Inez J. Norton (SEAL)
Inez J. Norton

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 28th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared Elva L. Schad, widow, and Inez J. Norton, widow,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



James M. Lohr
Notary Public

Comptroller of the Treasury
J. L. Richards City
Nov 3 54

LIBER 307 PAGE 332

FILED AND RECORDED SEPTEMBER 29th 1954 at 3:45 P.M.

This Mortgage, Made this 29th day of September,
in the year Nineteen Hundred and Fifty -four, by and between

Roy S. Orndorff and Geneva M. Orndorff, his wife,
of Allegany County, in the State of Maryland,

parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:



Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of TWENTY-TWO HUNDRED AND TWENTY Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of TWENTY-FIVE Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All of the following described real estate situated on Johnson's Heights in the City of Cumberland, in Allegany County, State of Maryland, which are known and described as follows, to-wit:

FIRST: All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Block No. 7-A of Sub-Division of Johnson and Doll property on Williams Road, plat of same being filed among the Land Records of Allegany County, Maryland, in Liber No. 105, folio 737, and described as follows:

BEGINNING at a point on the easterly side of Winifred Road, same being marked with an iron stake at the Southwesterly corner of Lot No. 8 of Block No. 6-A of Sub-Division, and running with the Easterly side of Winifred Road, South 10 degrees West 90 feet, then continuing with Winifred Road, South 19 degrees 30 minutes East 366 feet; then leaving Winifred Road, North 81 degrees East 310 feet, then North 15 degrees East 260 feet; then North 11 degrees 30 minutes East 87 feet to the Southeastern corner of Lot 17 of Block No. 6-A, then by a straight line, North 82 degrees 30 minutes West 463 feet to the **BEGINNING**, containing 3.40 acres.

SECOND: All of Block No. 8 of Johnson and Doll Sub-Division as laid August 14, 1909, lying South of Williams Road in

the City of Cumberland, Allegany County, Maryland. It being all of Block No. 8 as conveyed to winner Bowman by George A. Bowman, et ux., by deed dated April 20, 1928, and recorded among said Land Records of Allegany County in Liber No. 158, folio 86. It also being one building lot in Block No. 8 that was conveyed to winner Bowman by Joseph S. Schoonover and Rose L. Schoonover, his wife, said deed being dated the 26th. day of May, 1921, and recorded in Liber No. 93, folio 431, among said Land Records.

The above described property known as Block No. 8 is improved by a brick and frame dwelling house of five rooms and bath and by a three room frame cottage. A portion of the above described Block No. 8 was heretofore conveyed by Roy S. Orndorff and Helen Orndorff, his wife, unto Leonard F. Decker and Betty Ruth Decker, his wife, by deed dated November 15, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber 214, folio 24, which said portion was later reconveyed by the said Leonard F. Decker and Betty Ruth Decker, his wife, to Roy S. Orndorff and Geneva M. Orndorff, his wife, by deed dated September 22, 1952, and recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage herein.

THIRD: All that property on Johnson Heights, in Cumberland, Allegany County, Maryland, known as Block No. 5-A on a map showing Johnson-Doll Sub-Division of Property on Williams Road, the property hereby conveyed being described as follows:

BEGINNING at a stake at the end of the first line of Block 4-A on East side of Winifred Road and running South 10 degrees West 265 feet to a stake, thence leaving said road and running South 77 degrees and 30 minutes East 417 feet to a stake in the Eastern boundary of this property, and with said boundary North 17 degrees and 40 minutes West 40 feet to a stake, thence North 3 degrees and 15 minutes East 121 feet to a stake, thence North 5 degrees and 10 minutes East 105 feet to a stake at the end of the second line of Block 4-A and with said line reversed, North 77 degrees West 381 feet to a stake at the point of the beginning, containing 2 acres and thirty four one hundredths of an acre (2.34).

The above described Block 5-A is improved by a concrete block foundation for a house with brick partitions built into the foundation

Excepting, however, from the above described Block 5-A a building lot which was conveyed by Roy S. Orndorff and Helen Orndorff, his wife, unto Joseph M. Breighner, et ux., by deed dated April 5, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber 214, folio 327.

This being the same property which was conveyed by Harry Bowers and Arene Bowers, his wife, unto the said Roy S. Orndorff and Geneva M. Orndorff, his wife, by deed dated September 24, 1954, and recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage herein.

Reference is also made to a deed concerning the same property which was made by Roy S. Orndorff and Helen Orndorff, his wife, unto the said Harry Bowers and Arene Bowers, his wife, by deed dated November 26, 1947, and recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage herein.

Special reference is hereby made to all of the aforesaid deeds for a more full and complete description of the property herein conveyed.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars (\$500) nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagor^s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do

covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor^s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor^s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor^s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor^s their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor^s their representatives, heirs or assigns.

And the said mortgagor^s their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of TWENTY-TWO HUNDRED AND TWENTY Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor^s to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor^s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor^s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagor^s.

Attest:

*Rosalie A. Crabtree**Ray S. Orndorff*

(SEAL)

Ray S. Orndorff

Geneva M. Orndorff

(SEAL)

Geneva M. Orndorff

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 29th day of September,
in the year nineteen hundred and fifty four, before me, the
subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ray S. Orndorff and Geneva M. Orndorff, his wife,

the said mortgagor s herein and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Thomas Lohr Richards,
Attorney ~~and agent~~ for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due
form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Rosalie A. Crabtree
Notary Public.

FILED AND RECORDED SEPTEMBER 29th 1954 at 1:50 P.M.

This Mortgage, Made this 29th day of
September, in the year nineteen hundred and Fifty Four, by and between
Elsie Clara Orndorff, unmarried,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagor, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagor is justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Four Thousand Nine Hundred (\$4,900.00) Dollars,
for which she has given her promissory note of even date herewith payable on or
before three years after date with interest at the rate of 5% per annum in monthly

payments on the principal and interest of not less than Forty Five (\$45.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment of the said indebtedness and any future advances as aforesaid, together with the interest thereon, the said Mortgagor do bargain, sell, give, grant, convey, release and confirm unto the said Mortgagee, its successors and assigns, the following property, to-wit:

First. All that lot or parcel of ground situated on the North side of Union Street, in the City of Cumberland, Allegany County, Maryland, particularly described as follows, to-wit:

Beginning for the same on the North side of Union Street at a point distant eight feet from the Southeast corner of the brick dwelling house erected on the lot conveyed to Amanda Willison by Joseph Dilley and wife by deed dated January 21, 1871, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 33, folio 156, and running thence with said Street, North $75\frac{1}{2}$ degrees East 33 feet to Altamont Terrace; and with said Street, North $14\frac{1}{2}$ degrees West 49 feet; then South $75\frac{1}{2}$ degrees West 33 feet; then South $14\frac{1}{2}$ degrees East 49 feet to the place of beginning.

Being the same property conveyed by The Second National Bank of

Cumberland, Maryland, Trustee, to Elsie Clara Orndorff by deed dated March 27, 1944, and recorded in Liber No. 199, folio 82, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description.

Second. All that lot, piece or parcel of ground situated, lying and being on the Easterly side of Central Avenue, in the City of Cumberland, Allegany County, State of Maryland, known and designated as Lot No. 299 on the plat of the "Cumberland Improvement Company's Eastern Addition and Eastern Addition Annex to Cumberland, Md.," filed in Liber No. 117, folio 731, one of the Land Records of Allegany County, Maryland, and described as follows:

Beginning for the same at a point on the Southeasterly side of Central Avenue where the division line between Lots Nos. 298 and 299 Eastern Addition intersects said side of Central Avenue, and running thence with the Southeasterly side of Central Avenue, South 43 degrees 20 minutes West 40 feet; thence at right angles to said side of Central Avenue, South 46 degrees 40 minutes East 150 feet to an alley; thence with the Northwesterly side of said alley, North 43 degrees 20 minutes East 40 feet to Lot No. 298; and with the Southwesterly boundary of said lot and the original division line between Lots Nos. 298 and 299 in said Eastern Addition, North 46 degrees 40 minutes West 150 feet to the place of beginning.

Being the same property conveyed by Minnie S. Campbell, widow, to the said Elsie Clara Orndorff by deed of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, this mortgage being given to secure the purchase price for said property. Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors or assigns, together with the buildings and improvements thereon, all fixtures and articles of personal property now or at any time hereafter attached to or used in any way in connection with the use, operation and occupation of the above described real estate, and the rights, roads, ways, waters, privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagor, its, his, her, or their heirs, executors, administrators, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - **Four Thousand Nine Hundred (\$4,900.00)** - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagor may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagor hereby covenants to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagor shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Wilson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagor, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagor, its, his, her or their heirs or assigns.

And the said Mortgagor further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least— -Four Thousand Nine Hundred (\$4,900.00)— - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to inure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hand and seal of said Mortgagor

Attest:

William C. Dudley

Elsie Clara Orndorff (SEAL)
Elsie Clara Orndorff

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this - - - - 29th - - - day of September,
in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary
Public of the State of Maryland, in and for Allegany County, personally appeared

Elsie Clara Orndorff, unmarried,

and acknowledged the foregoing mortgage to be her act and deed; and at the same
time, before me, also personally appeared George C. Cook, Cashier of
The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mort-
gagee, and made oath in due form of law, that the consideration in said mortgage is true and bona
fide as therein set forth; and the said George C. Cook did further,
in like manner, make oath that he is the Cashier and agent or attorney for said corporation and
fully authorized by it to make this affidavit.

In Witness whereof I have hereto set my hand and affixed my Notarial Seal the day
and year above written.

William C. Dudley
Notary Public



Completed by *W. C. Dudley*
in *Allegany County*
on *Sept 29*

FILED AND RECORDED SEPTEMBER 30th 1954 at 2:45 P.M.

This Mortgage. Made this 30th day of September,

in the year Nineteen Hundred and Fifty-four, by and between

Luther R. George and Myrtle V. George, his wife,

of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and Home Building and Loan Asso-
ciation, Incorporated, a corporation incorporated under the laws of the State of Maryland, of
Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:

Wherefore, the said mortgagee has this day loaned to the said mortgagors, the sum of

NINE HUNDRED Dollars,

which said sum the mortgagors agree to repay in installments with interest thereon
from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of TWENTY Dollars,
on or before the first day of each and every month from the date hereof, until the whole of said



principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagor S do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situated or being in the City of Cumberland, Allegany County, State of Maryland, on Bellevue Street, and known as part of Lot No. 38 and all of Lot No. 39 in Smith's Addition to the City of Cumberland, and described as follows:

BEGINNING at a point on the Northern edge of Bellevue Street, South 48-1/2 degrees East 1 foot 4 inches from the most westerly corner of Lot No. 38 in said Addition, and running thence North 41-1/2 degrees East 110 feet to Vineyard Alley, then with said Alley, North 48-1/2 degrees West 31 feet 4 inches to Lot No. 40 in said Addition, and with it South 41-1/2 degrees West 110 feet to Bellevue Street and along with Bellevue Street 31 feet 4 inches to the place of BEGINNING.

This being the same property which was conveyed by Robert Carter and Florence J. Carter, his wife, unto the said Luther R. George and Myrtle V. George, his wife, by deed dated August 25, 1954, and recorded among the Land Records of Allegany County, Maryland, in Liber 261, folio 267.

The above described property is improved by a frame dwelling house of two stories consisting of 5 rooms and toilet and is known as 113 Bellevue Street, Cumberland, Maryland.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagor hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mort-

gagee, its successors and assigns, forever, provided that if the said mortgagors their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said mortgagors their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

of NINE HUNDRED Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagors.

Attest:

Roscoe A. Craftice

Luther R. George (SEAL)

Myrtle V. George (SEAL)

Myrtle V. George (SEAL)

Myrtle V. George (SEAL)

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 30th day of September,
in the year nineteen hundred and fifty four, before me, the
subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Luther R. George and Myrtle V. George, his wife,
the said mortgagors herein and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Thomas Lohr Richards,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due
form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Louis A. Crabtree
Notary Public.

FILED AND RECORDED SEPTEMBER 30th 1954 at 9:45 A.M.

This Mortgage, Made this 1st day of October
in the year Nineteen Hundred and Fifty-four, by and between

John E. Mertens (single)

of Allegany County, in the State of Maryland
party of the first part, and Walter F. Miller



of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, The said party of the first part stands indebted unto
the said Walter F. Miller in the full and just sum of Five Thousand

(\$5,000.00) Dollars payable five (5) years after date, together with interest thereon at the rate of four (4%) per centum per annum, payable semi-annually, which said principal sum and interest the said party of the first part agrees to pay when and as the same becomes due and payable. The said party of the first part shall have, and he is hereby given, the right to pay^{off} the principal sum of this mortgage and accrued interest in whole or in part at any time before the maturity date.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said

Walter F. Miller, his

heirs and assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being on the Northerly side of Elder Street known and designated as Lot No. 96 in the Humbird Land and Improvement Company's Addition to Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 8, one of the Plat Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning for the same at the Northeasterly intersection of Elder Street and an alley and running then with Elder Street South $53\frac{1}{2}$ degrees East 40 feet, then North $36\frac{1}{2}$ degrees East 125 feet to the Southerly side of an alley, then North $53\frac{1}{2}$ degrees West 40 feet to the Easterly side of said first mentioned alley, and then with said alley South $36\frac{1}{2}$ degrees West 125 feet to the place of beginning.

Being the same property which was conveyed unto John E. Mertens (single) by Barbara M. Beane Bosley and Charles C. Bosley, her husband, by deed dated the 15th day of June, 1954, and recorded in Liber No. 259, folio 318, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, his

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, his

executor, administrator or assigns, the aforesaid sum of _____

Five Thousand (\$5,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, his

heirs, executors, administrators and assigns, or Clarence Lippel his, ~~heirs~~ duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, his heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor his representatives, heirs or assigns.

And the said party of the first part

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or his assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Thousand (\$5,000.00) Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee his heirs or assigns, to the extent of his their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor

Attest:

Dora Rita Leasure John E. Mertens [SEAL]
John E. Mertens [SEAL]
 [SEAL]
 [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of October
in the year Nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

John E. Mertens (single)
and he acknowledged the foregoing mortgage to be his
act and deed; and at the same time before me also personally appeared

Walter F. Miller
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Dona Rita Lesane
Notary Public

*Filed for recording
in the office of the
Recorder of Deeds
for the State of Maryland
on September 30, 1954*

FILED AND RECORDED SEPTEMBER 30th 1954 at 9:20 A.M.

This Mortgage, Made this 29th

day of September in the year nineteen hundred and ~~twenty~~ fifty-four
By and Between George H. Blubaugh and Orvella R. Blubaugh, his
wife, - - - - -

of Allegany County, in the State of Maryland,
parties of the first part, and THE ALLEGANY BUILDING, LOAN AND SAVINGS
COMPANY, of Cumberland, Maryland, a corporation duly incorporated under the laws of
the State of Maryland, party of the second part, Witnesseth:

Whereas, the said parties of the first part
being members of the said The Allegany Building, Loan and Savings Company of
Cumberland, Maryland, have received therefrom an advance or loan of Thirteen
Hundred and 00/100 - - - - - dollars, on their thirteen (13)
shares, class "G" stock upon condition that a good and effectual mortgage



be executed by the said parties of the first part to said body corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned on the part of the said parties of the first part.

Now Therefore, this Mortgage Witnesseth, That in consideration of the premises and the sum of one dollar, the said parties of the first part

do hereby grant, bargain and sell and convey unto the said The Allegany Building, Loan and Savings Company of Cumberland, Maryland, its successors and assigns, all those adjacent lots or parcels of ground known and designated as Lots Nos. 9, 10 and 11 in Block No. 44 in Potomac Park Addition, situated on or near the McMullen Boulevard (formerly River Road) about three miles Westward from the City of Cumberland, in Allegany County, Maryland, as shown by the Plat and Courses and Distances for said lots in said Addition recorded in Liber 130, folio 1, among the Land Records of Allegany County, Maryland, and particularly described as a whole as follows:

BEGINNING for the same at a point on the Northeasterly side of Avenue K at the end of the first line of Lot No. 8 in said Addition, and running thence with said Avenue K, South 38 degrees 54 minutes East 120 feet; thence at right angles to said Avenue K, North 51 degrees 06 minutes East 120 feet to a 20 foot alley, and with it, North 38 degrees 54 minutes West 120 feet to the end of the second line of whole Lot No. 8 aforesaid, and reversing said second line, South 51 degrees 06 minutes West 120 feet to the place of beginning.

BEING the same property conveyed unto the said George H. Blubaugh, et ux., by Eaton E. Stonestreet, et ux., by a deed dated September 19, 1950, and recorded in Liber 230, folio 718, one of the Land Records of Allegany County, Maryland.

Together with the improvements thereon, and the rights, privileges and appurtenances thereunto belonging or appertaining.

To have and to hold the above granted property unto the said body corporate, its successors and assigns, forever in fee simple.

Provided however, That if the said parties of the first part, their heirs and assigns, - - - - -

make or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their

part to be made and done, then this mortgage shall be void. And the said parties of the first part - - - - -

hereby covenant and agree with the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, its successors or assigns, to pay and perform as follows, that is to say:

FIRST. To pay to the said Corporation, its successors or assigns, the said principal sum of Thirteen Hundred and 00/100 - - - - - at the rate of 6% per annum, dollars with interest thereon, payable

in monthly payments of not less than \$13.00 and interest, on or before the first Monday of each and every month hereafter, until the whole of said principal debt and interest is paid, the first monthly payment being due on the first Monday in October, 1954, at the office of the said, The Allegany Building, Loan and Savings Company, of Cumberland, Maryland.

SECOND. To pay all taxes, public dues and assessments legally levied on said property and on said mortgage debt which have been or may be hereafter levied or charged on said property and debt, when and as the same may be payable, and in default of such payment, the said mortgagees may pay the same and charge such sum or sums against said mortgage debt as part thereof,

THIRD. To keep insured, during the continuance of this mortgage, by some insurance company or companies acceptable to the mortgagees or its assigns, the improvements on the hereby mortgaged land to the amount of at least Thirteen Hundred and 00/100 dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagees or its assigns, to the extent of its or their lien or claim hereunder, and to place such policies, together with the renewals thereof, from time to time, during the continuance of this mortgage, in possession of the said mortgagees. And in default of such insurance, the mortgagees may insure said property and pay the premium thereon and charge the same against said mortgage debt as part thereof.

Provided, That if default should be made by the said parties of the first part, their heirs and assigns, or by any one who may assume the payment of this mortgage, in the payments of the aforesaid sums of money or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said The Allegany Building, Loan and Savings Company, of Cumberland, Maryland, or its assigns, or Lewis M. Wilson its or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or purchasers thereof or to his, her or their heirs or assigns, which sale shall be made in the manner following, to-wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in event of a sale of said property under the powers hereby granted, the proceeds arising from said sale shall be applied.

FIRST. To the payment of all expenses incident to such sale, including taxes and a commission of eight per cent, to the party selling or making such sale.

SECOND. To the payment of all claims and demands of said mortgagees, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said parties of the first part, their heirs, personal representatives, and as their interest may appear, or to whomsoever may be entitled to the same.

Witness the hands and seals of the said parties of the first part hereto the day and year first hereinbefore written.

Test: Michael Amick George H. Blubaugh (SEAL)
Michael Amick Orvella R. Blubaugh (SEAL)
GEORGE H. BLUBAUGH.
ORVELLA R. BLUBAUGH.

State of Maryland, }
 Allegany County, to-wit: }

I Hereby Certify, That on this 29th day of September in the year nineteen hundred and ~~twenty~~ fifty-four before me, the subscriber a Notary Public of the State of Maryland in and for Allegany County, personally appeared George H. Blubaugh and Orvella R. Blubaugh, his wife, and they acknowledged the foregoing mortgage to be their respective act:

And at the same time before me also personally appeared Arthur H. Amick, Secretary and Agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth.

Witness my hand and notarial seal the day and year aforesaid.

Michael Amick (Notary Seal)

FILED AND RECORDED SEPTEMBER 30th 1954 at 1:20 P.M.

THIS MORTGAGE, Made this 28 day of September, 1954, by and between G. RAYMOND LOWERY and IRENE I. LOWERY, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Two Thousand (\$2,000.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Twenty Six Dollars and Thirty Cents (\$26.30) on account of interest and principal, payments to begin on the 28 day of October, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage



indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all those lots, pieces or parcels of land known and described as Lots Nos. 214, 215, 222, and 223 in LaVale Wonderland Addition, in Allegany County, Maryland, and being about five miles West of the City of Cumberland, a plat of which is recorded among the Land Records of Allegany County aforesaid, in Plat Case No. 55, and a description of the courses and distances, metes and bounds, of said lots are found in Liber L.L.S. No. 139, folio 254, one of the Land Records of Allegany County, aforesaid, said Lots Nos. 214, 215, 222, and 223 being particularly described as follows:

LOT NO. 214: BEGINNING at a peg on the North side of Arctic Avenue at the end of the first line of Lot No. 213, and running thence with said Avenue North 43 degrees 30 minutes East 25 feet, thence North 46 degrees 30 minutes West 120 feet to an alley, and with said alley South 43 degrees 30 minutes West 25 feet to the end of the second line of Lot No. 213, and with said line reversed South 46 degrees 30 minutes East 120 feet to the beginning.

LOT NO. 215: BEGINNING at a peg on the North side of Arctic Avenue at the end of the first line of Lot No. 214, and running thence with said Avenue North 43 degrees 30 minutes East 25 feet to Derris Street and with said Street North 46 degrees 30 minutes West 120 feet to an alley, and with alley South 43 degrees 30 minutes West 25 feet to the end of the second line of Lot No. 214, and with said line reversed South 46 degrees 30 minutes East 120 feet to the beginning.

LOT NO. 222: BEGINNING at a peg on the South side of Panama Avenue at the end of the first line of Lot No. 221, and running thence with said Avenue North 43 degrees 30 minutes East 25 feet, thence South 46 degrees 30 minutes East 120 feet to an alley, and with said alley South 43 degrees 30 minutes West 25 feet to the end of the second line of Lot No. 221 and with said line reversed North 46 degrees 30 minutes West 120 feet to the beginning.

LOT NO. 223: BEGINNING at a peg on the South side of Panama Avenue at the end of the first line of Lot No. 222 and running thence with said Avenue North 43 degrees 30 minutes East 25 feet to the West side of Derris Street, and with said Street

South 46 degrees 30 minutes East 120 feet to an alley, and with said alley South 43 degrees 30 minutes West 25 feet to the end of the second line of Lot No. 222 and with said line reversed, North 46 degrees 30 minutes West 120 feet to the beginning.

It being the same property conveyed to the parties of the first part by William M. Connell et al. constituting the Board of Trustees of the Policemen and Firemen Welfare Association of Cumberland, Maryland, by deed dated the 31st day of October, 1942, and recorded among the Land Records of Allegany County, Maryland, in Liber 194, folio 520.

TOGETHER with the buildings and improvements thereon, and the rights, reads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall

at once become due and payable, and these presents are hereby declared to be made in trust and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Two Thousand (\$2,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

H. Landis

G. Raymond Lowery (SEAL)
G. Raymond Lowery

Irene I. Lowery (SEAL)
Irene I. Lowery

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 28 day of September, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared G. RAYMOND LOWERY and IRENE I. LOWERY, his wife, and each acknowledged the afore-going mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Elizabeth G. Bradford
Notary Public

My Commission expires May 2, 1955

FILED AND RECORDED SEPTEMBER 30th 1954 at 1:20 P.M.

THIS MORTGAGE, Made this 28 day of September, 1954, by and between JUDITH E. LEWIS and JOHN H. LEWIS, her husband, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of One Thousand Three Hundred (\$1,300.00) Dollars, payable one year after date, with interest from date at the rate of six per cent (6%) per annum, payable quarterly,



NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the

sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and assign unto the said party of the second part, its successors and assigns:

PARCEL ONE: All that piece or parcel of ground, together with the improvements thereon, situated on the southerly side of Quebec (formerly Franks) Street in the East End Land Company's Addition to Cumberland, which is more particularly described as follows, to-wit:

BEGINNING at a point on the southerly side of Quebec (formerly Franks) Street, which point of beginning is distant south 68 degrees 10 minutes east 39 feet from the intersection of the easterly side of Ontario (formerly Victoria) Street with the southerly side of Quebec (formerly Franks) and running thence continuing with the southerly side of Quebec (formerly Franks) Street, south 68 degrees 10 minutes east 25 feet thence leaving said street and running south 21 degrees 50 minutes west 80 feet; thence north 68 degrees 10 minutes west 25 feet, thence north 21 degrees 50 minutes east 80 feet to the place of beginning.

It being the same property conveyed to Judith E. Lewis by James W. True and Mae Belle True, his wife, by deed dated the 30th day of January, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 213, folio 347.

PARCEL TWO: ALL these parts of lots, pieces or parcels of land, known and designated as parts of Lots Number 19 and 20, on the plat of the said East End Land Company of Cumberland, Allegany County, Maryland, and described by the following metes and bounds:

BEGINNING on the Southerly side of Frank Lane, at the end of the first line of Lot Number 21, and thence, with said Frank's Lane, South 68 degrees 10 minutes East 64 feet; thence South 21 degrees 50 minutes West 80 feet, North 68 degrees 10 minutes West 64 feet to the end of the second line of Lot Number

21, and with it reversed, North 21 degrees 50 minutes East 80 feet to the beginning, each lot being 64 x 80 feet more or less.

It being the same property conveyed to Judith Lewis by John J. Bartik and Adaline Bartik, his wife, by deed dated the 8th day of July, 1953, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 251, folio 258.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Three Hundred (\$1,300.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and

empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Three Hundred (\$1,300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Judith E. Lewis (SEAL)
Judith E. Lewis

John H. Lewis (SEAL)
John H. Lewis

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 18th day of September, 1953, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JUDITH E. LEWIS AND JOHN

H. LEWIS, her husband, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Elizabeth G. Tindal
Notary Public

My Commission expires May 2, 1955

FILED AND RECORDED OCTOBER 1st 1954 at 8:30 A.M.

This Mortgage, Made this 29th day of September
in the year Nineteen Hundred and fifty-four, by and between

- - - - - JOHN L. CLISE and LAURA J. CLISE, his wife - - - - -

of Allegany County County, in the State of Maryland

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking corporation duly incorporated under the laws of the United States of America, with its principal office in

at Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

SEVEN THOUSAND THREE HUNDRED - - - - - 00/100 DOLLARS (\$7300.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first



part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL that lot of ground lying and being in the Town of Frostburg, Allegany County, Maryland, being part of a tract of land called "The Hotel" conveyed by Mary McCulloh to Robert McCulloh by deed dated the 11th day of March, 1858, and recorded in the Land Records of Allegany County, Maryland, in Liber 16, folio 635, and being more particularly described as follows, to wit:

BEGINNING for the part hereby conveyed at a locust post standing South sixty-two degrees East seventy-seven feet from the beginning of the original lot, (said beginning being a post on the south margin of the National Road which is now known as Main Street, North one and one-half degrees East twenty-six feet from the northwest corner of what was formerly known as Robert McCulloh's brick house), and running thence South sixty-two degrees East fifty-five feet to an alley the end of the first line of the whole lot, thence with said alley South twenty-eight degrees West one hundred sixty-five feet, thence North sixty-two degrees West fifty-five feet, thence by a straight line to the place of beginning.

IT BEING the same property which was conveyed by John J. Coyle and Bernard F. Coyle, Trustees of the Dorothy G. Coyle Trust, to the parties of the first part herein, by deed dated August 29, 1952 and recorded among the Land Records of Allegany County in Deeds Liber No. 244, folio 41.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of SEVEN THOUSAND THREE HUNDRED - - - -00/100 DOLLARS (\$7,300.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mort-

gage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least SEVEN THOUSAND THREE HUNDRED 00/100 (\$7300.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors heirs or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Willetts
DAVID R. WILLETTTS

David R. Willetts
DAVID R. WILLETTTS

John L. Clise [Seal]
JOHN L. CLISE

Laura J. Clise [Seal]
LAURA J. CLISE

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 29th day of September in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared JOHN L. CLISE and LAURA J. CLISE, his wife and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd
RUTH M. TODD Notary Public

FILED AND RECORDED SEPTEMBER 30th 1954 at 1:50 P.M.~~purchase money~~

This Mortgage, Made this 30th day of SEPTEMBER in the year Nineteen Hundred and fifty -four by and between

Chester C. Stewart and Mern Stewart, his wife,



of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:



Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Thirty-seven Thousand Five Hundred & 00/100 - - (\$37,500.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:



By the payment of Four Hundred Seven & 25/100 - - (\$407.25) -- Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.



Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:



All the surface of that piece or parcel of land lying and being in Allegany County, Maryland, situate in Election District No. 12, in the town of Frostburg on the south side of Washington Street and comprising lots Nos. 18 to 23 inclusive as laid out by The Maryland Coal and Realty Company and being more particularly described as follows, to-wit:



Beginning for the same at Maryland Coal and Realty Company's survey station which is a bar of thirty pound T. Rail driven in the ground on the southerly limits of Washington Street, said rail being South 63 degrees 15 minutes East 302.37 feet from the intersection of the south side of Washington Street with the east side of Sleeman Street, and running with south side of Washington Street, South 63 degrees 15 minutes East 300.00 feet then leaving said street South 26 degrees 45 minutes West 164.00 feet to a 16 foot alley and with the north side of alley North 63 degrees 15 minutes West 300.00 feet then leaving alley North 26 degrees 45 minutes East 164.00 feet to the beginning (true meridian courses and horizontal distances used throughout) containing in all 1.11 acres more or less.



Subject, however, to the restrictions and covenants contained in the deed from The Maryland Coal and Realty Company, a Maryland Corporation, to Chester C. Stewart and Mern Stewart, his wife, dated the 28 day of September, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-seven Thousand Five Hundred & 00/100 ----- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.



Howard E. Ellis, Notary

Chester C. Stewart [SEAL]

Chester C. Stewart

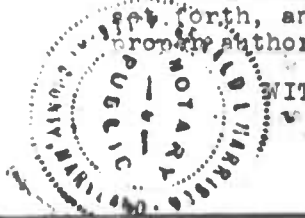
Mern Stewart [SEAL]

Mern Stewart

My commission expires May 2, 1955

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I HEREBY CERTIFY, that on this 30th day of SEPTEMBER, 1954, before me, the subscriber, a notary public of the State of Maryland, in and for the said County, personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

State of Maryland.

Allegheny County, to-wit:

I hereby certify. That on this 30th day of September

In the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Chester C. Stewart and Mern Stewart, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and that they are the persons who executed the foregoing mortgage.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Howard E. Ellis
Notary Public

FILED AND RECORDED OCTOBER 1st 1954 at 8:30 A.M.**This Mortgage,** Made this 30th day of Septemberin the year Nineteen Hundred and Fifty-four, by and between

RAYMOND E. MYERS and FRANCES E. MYERS, his wife,

of Allegany County, in the State of Maryland

parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Twenty-eight Hundred (\$2800.00) Dollars, this day loaned the parties of the first part, which principal sum with interest at 5% per annum is to be repaid by the parties of the first part to the party of the second part in payments of not less than Thirty (\$30.00) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or assigns, the following property, to-wit:

ALL that tract or parcel of ground situated on the East side of the old Williams Road, just East of Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at an iron pin standing in the center of said road, said pin stands at the end of the sixth line of parcel of ground conveyed by J. Henry Laing and Anna Elizabeth Laing, his wife to Louis J. Labor, et ux., by deed dated the 23rd day of February, 1938, and recorded in Liber No. 179, folio 708, one of the Land Records of Allegany County, and continuing thence with the

center of said Road (vernier readings reduced to Magnetic bearings as of February 17, 1938, and with horizontal measurements) North 11 degrees 19 minutes West 200 feet to an iron stake, thence leaving Road and cutting into the whole property, South 87 degrees 13 minutes East 493.1 feet to a stake, thence South 31 degrees 51 minutes West 222.5 feet to a stake standing at the end of the seventh line of the aforementioned Louis J. Labor parcel of ground, thence reversing said line and running North 87 degrees 13 minutes West 335.4 feet to the beginning, containing 1.85 acres, more or less.

BEING the same property which was conveyed to the parties of the first part by G. Edward Laing, et ux. et al. by deed dated August 13, 1947, and recorded in Liber No. 216, folio 570, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part

their heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of

Twenty-Eight Hundred (\$2,800.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

--- Twenty-Eight Hundred (\$2,800.00) --- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors ~~XXXX~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

[Signature]
[Signature]

Raymond E. Myers [SEAL]
Raymond E. Myers

Frances E. Myers [SEAL]

Francis E. Myers [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 30th day of September
in the year Nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

RAYMOND E. MYERS and FRANCES E. MYERS, his wife,
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

John H. Mosner, Cashier of
the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



FILED AND RECORDED OCTOBER 1st 1954 at 1:10 P.M.
PURCHASE MONEY

This Mortgage, Made this 27th day of September
in the year Nineteen Hundred and fifty-four, by and between

- - - EUGENE C. EAGAN and GERTRUDE EAGAN, his wife - - -

of Allegany County, in the State of Maryland,
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in

at Frostburg, Allegany County, in the State of Maryland.
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted



unto the said party of the second part, its successors and assigns, in the full sum of

THIRTY-FIVE HUNDRED- - - - -00/100 DOLLARS (\$3500.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore. in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party

of the second part, its successors and assigns, the following property, to-wit:

FIRST: ALL that lot, piece or parcel of ground situated in the Town of Midland, Allegany County, Maryland, being Lot No. 2 in Porter's Addition to Midland, conveyed to Patrick O'Brien and Catherine O'Brien, his wife, by Margaret Cavanaugh and others by deed dated October 20, 1930, and recorded in Deeds Liber No. 164, folio 381, among the Land Records of Allegany County, and beginning at the end of the first line of Lot No. 1, conveyed to P. T. Tulley by G. E. Porter, by deed dated November 21, 1874, and recorded in Liber No. 43, folio 478, of said Land Records, and running thence with the limits of the Cumberland and Pennsylvania Railroad, North sixty-two degrees East fifty feet, thence South twenty-eight degrees East one hundred fifty feet to the limits of the County Road (now Main Street), thence along the limits of the County Road to the end of the second line of Lot No. 1, thence with said second line reversed to the place of beginning.

SECOND: ALL that lot, piece or parcel of ground situate, lying and being in the Town of Midland, Allegany County, Maryland, known as Lot No. 1 in "Addition to Midland", conveyed to Edward M. Kenney by James H. Cook and wife, by deed dated April 1, 1920, and recorded in Deeds Liber No. 132, folio 434, among the Land Records of Allegany County, and described as follows: Beginning for the same at the intersection of Union Street with the limits of the Cumberland and Pennsylvania Railroad, and running North sixty-two degrees East fifty feet, thence South twenty-eight degrees East to the limits of the County Road, thence along and with the limits of said County Road fifty feet to Union Street, thence with said street by a straight line to the place of beginning.

IT being the same property which was conveyed by Ort Brothers Bakery, Incorporated, to the parties of the first part herein, by deed dated November 19, 1945, and recorded in Liber No. 206, folio 311, among the Land Records of Allegany County, Maryland.

THIRD: All that tract or parcel of land lying and being in Allegany County, Maryland, situate in Election District No. 27, West of the Town of Lonaconing and on the North side of State Highway Route 36 and being also part of that portion known as No. 4 in a deed from Thomas Carr to Alexander Morton dated December 14, 1912 and recorded in Liber No. 111, folio 363 of the Land Records of Allegany County, Maryland, and being more particularly described as follows: Beginning for the same at a stake standing at two hundred sixty-six feet on the fifth line of the Original which is also the beginning of a tract or parcel of land conveyed by Alexander Morton et ux to Oscar L. Beeman et ux, by deed dated August 16, 1941 and recorded in Liber No. 191, folio 83, of the Land Records aforesaid, and with the fifth and last line reversed South twenty-one degrees fifteen minutes West two hundred eighty-seven and seven-tenths feet to a point five hundred and five-tenths feet on the eleventh line of the Original, then with the remainder of the eleventh line and all of the twelfth, thirteenth and fourteenth lines, North sixty-nine degrees fifteen minutes West seven hundred fifty-four and five-tenths feet, North sixty-two degrees no minutes West two hundred feet, North fifty-three degrees no minutes West three hundred twenty-five feet, North seventy-five degrees thirteen minutes East fifty-two and seven-tenths feet to the beginning of the Original, then with the first, second, third, fourth, and part of the fifth lines,

South seventy-five degrees thirty minutes East two hundred seventy-four feet, South eighty-two degrees forty-five minutes East one hundred fifty-six feet, South sixty-six degrees thirty minutes East two hundred

ninety-eight feet, South seventy-one degrees no minutes East two hundred fifty-two feet, South eighty-four degrees thirty minutes East two hundred sixty-six feet to the beginning, containing in all five and three-tenths acres. (The meridian of the original and horizontal distances used.)

IT being the same property which was conveyed to the parties of the first part herein by Lloyd Morton and his wife, by deed of even date herewith and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage.

THIS MORTGAGE SECURES PART OF THE PURCHASE PRICE OF THE PROPERTY HEREINBEFORE DESCRIBED AND IS A PURCHASE MONEY MORTGAGE.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~or assigns~~ or assigns, the aforesaid sum of THIRTY-FIVE HUNDRED - - - - -00/100 DOLLARS (\$3500.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~and assigns~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies successors or acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least THIRTY-FIVE HUNDRED - - -00/100 (\$3500.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~or assigns~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Newitts
David R. Newitts

Eugene C. Eagan [Seal]
 EUGENE C. EAGAN
Gertrude Eagan [Seal]
 GERTRUDE EAGAN

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 27th day of September
 in the year nineteen hundred and fifty-four, before me, the subscriber
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 EUGENE C. EAGAN and GERTRUDE EAGAN, his wife

and each acknowledged the foregoing mortgage to be their respective
 act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,
 Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth, and further made oath that he is
 the cashier of said Bank and duly authorized by it to make this



WITNESS my hand and Notarial Seal the day and year aforesaid.

Reith M. Todd
 Notary Public

*Filed for recording
 Mortgage Frostburg N.B.
 Nov. 2, 1954*

FILED AND RECORDED OCTOBER 1st 1954 at 11:00 A.M.

PURCHASE MONEY

This Mortgage, Made this 20th day of September
 in the year Nineteen Hundred and fifty-four, by and between

- - - **HARRY S. WEDDLE and CATHERINE M. WEDDLE, his wife** - - -

of Allegany County, in the State of Maryland
 parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
 corporation duly incorporated under the laws of the United States of

America, with its principal office in

at Frostburg, Allegany County, in the State of Maryland,

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full and just sum of

SEVENTY-FIVE HUNDRED - - - - -00/100 DOLLARS (\$7,500.00)

with interest from date at the rate of four and one-half per centum ($4\frac{1}{2}\%$) per annum on the unpaid principal until paid, said principal and interest being payable at the Frostburg National Bank, Frostburg, Maryland, in 120 monthly installments of \$77.73, payable on the 20th day of each and every month after the date hereof until the principal and interest aforesaid are fully paid, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part of even date and tenor herewith, which said indebtedness, together with the interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable. The parties of the first part shall have the privilege of paying off this indebtedness, together with interest as aforesaid to the date of said payment, at any time.

And the said parties of the first part covenant and agree to pay to the said party of the second part, in addition to the said payments above set forth, a sum equal to the premiums that will next become due and payable on policies of fire or other hazard insurance covering the mortgaged property, plus taxes and assessments next due on the mortgaged property (as estimated by the party of the second part) less all sums already paid therefor divided by the number of months to elapse before one month prior to the date when such premiums, taxes and assessments will become delinquent, such sums to be held in trust by the party of the second part, for the payment of such premiums, taxes or assessments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following property, to-wit:

ALL those lots, pieces or parcels of ground lying and being in Frostburg, Allegany County, Maryland, and known as Lots 6 and 7 on the Frostburg Coal Company's Third Addition, a plat of which Addition is recorded in Deeds Liber No. 12, folio 61, among the Land Records of Allegany County, Maryland, and which said property is more particularly described in one parcel as follows, to-wit:

BEGINNING for the same at a point on the easterly side of a 20-foot street at the end of the line drawn North twenty-seven and one-half degrees West sixteen feet from the end of the first line of Lot No. 5 in said Addition, and running thence with said side of said street, North twenty-seven and one-half degrees West One Hundred thirty-two feet to the division line between Lots 7 and 8 of said Addition; thence with said division line North sixty-one and one-fourth degrees East One Hundred fifty-one feet to the westerly side of Centennial Street (formerly known as German Street); thence South twenty-seven and one-half degrees East One Hundred thirty-two feet to the northerly side of a 16-foot alley; thence with said side of said 16-foot alley, South sixty-one and one-fourth degrees West One Hundred fifty-one feet to the place of beginning.

IT being the same property which was conveyed to the parties of the first part herein by Isabel M. Bartcock and her husband, Mae Marie Naselrod and her husband, and William H. Goppert, Trustee, by deed of

even date herewith and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage.

THIS MORTGAGE SECURES THE PURCHASE PRICE OF THE PROPERTY HEREIN-BEFORE DESCRIBED AND IS A PURCHASE MONEY MORTGAGE.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, ~~their~~ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, ~~its successors~~ ~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of

SEVENTY-FIVE HUNDRED- - - - - \$00/100 DOLLARS (\$7,500.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on ~~their~~ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, ~~its successors~~ ~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, ~~their~~ heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, ~~their~~ representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or ~~its~~ assigns, the improvements on the hereby mortgaged land to the amount of at least SEVENTY-FIVE HUNDRED- - - - - \$00/100 (\$7500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, ~~its successors~~ ~~XXX~~ or assigns, to the extent of ~~its~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to both)

Ruth M. Todd

Harry S. Weddle [Seal]
HARRY S. WEDDLE

Catherine M. Weddle [Seal]
CATHERINE M. WEDDLE

State of Maryland.
 Allegany County, to-wit:

I hereby certify, That on this 20th day of September
 in the year nineteen hundred and fifty-four, before me, the subscriber
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 -----HARRY S. WEDDLE and CATHERINE M. WEDDLE, his wife-----
 and each acknowledged the foregoing mortgage to be their respective
 act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,
 Cashier of the Frostburg National Bank,
 the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth, and further made oath that he is
 the cashier of said Bank and duly authorized by it to make this
 affidavit.
 WITNESS my hand and Notarial Seal the day and year aforesaid.



F. Earl Kreitzburg

Notary Public

FILED AND RECORDED OCTOBER 2nd 1954 at 9:00 A.M.

This Mortgage, Made this 29th day of
 September in the year nineteen hundred and fifty-four

by and between
 Robert L. Horn and Mary A. Horn, his wife,
 of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
 expression shall include the plural as well as the singular, and the feminine as well as the masculine,
 as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
 the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
 Maryland, of the second part, hereinafter sometimes called mortgagee.

Witnesseth:

Whereas, the said

Robert L. Horn and Mary A. Horn, his wife,
 stand indebted unto the said The Liberty Trust Company in the just and full sum of
 Thirty-Eight Hundred Seventy-Five (\$3875.00) - - - - - Dollars,
 payable to the order of the said The Liberty Trust Company, one year after date with interest from
 date at the rate of 31x (6%) per centum per annum, payable quarterly as it accrues,
 at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
 September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
 payable on December 31, 1954



NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Robert L. Horn and Mary A. Horn, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situate, lying and being on the Northerly side of Maple Street, as laid out by Harry B. Klosterman in LaVale, Allegany County, Maryland, said lot or parcel of ground being more fully described as follows:

BEGINNING for the same at the end of 300 feet on the third line of the deed from the Real Estate and Building Company to Harry B. Klosterman, said point being in the property line between this described parcel and the land of Jonas Combs, and running thence with a portion of said third line (bearing reversed) South 57 degrees 55 minutes East 51 feet to the limits of the Georges Creek Branch of the Western Maryland Railroad Company (now abandoned and the rails removed), thence with said Railroad bounds by a corrected bearing and distance, South 22 degrees 05 minutes West 86.2 feet to a stake on the Northeast side of a 15-foot driveway called Maple Street, thence with said Maple Street, North 57 degrees 55 minutes West 66 feet to the end of the division line between this described parcel and the land of said Harry B. Klosterman, thence with said division line, North 32 degrees 05 minutes East 85 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Ralph K. Wiles, et ux, by deed dated March 8, 1947, and duly recorded in Liber No. 213, folio 695, one of the Land Records of Allegany County.

This obligation is additionally secured by a Chattel Mortgage by and between the same parties hereto and bearing even date herewith.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-Eight Hundred Seventy-Five Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or

agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

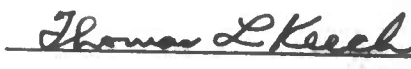

Thirty-Eight Hundred Seventy-Five - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

 (SEAL)
Robert L. Horn

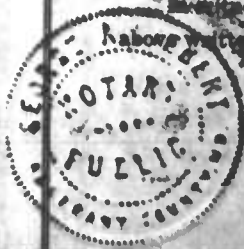
  (SEAL)
Mary A. Horn


STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 29th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Robert L. Horn and Mary A. Horn, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my notarial seal the day and year




Notary Public

City
Nov 3

LIBER 307 PAGE 372

FILED AND RECORDED OCTOBER 2ⁿ 1954 at 9:00 A.M.

This Mortgage, Made this 1st day of

October in the year nineteen hundred and fifty-four, by and between

Fred J. Mortzfeldt and Eula Mortzfeldt, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Fred J. Mortzfeldt and Eula Mortzfeldt, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Thirty-Seven Hundred Fifty (\$3750.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on December 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Fred J. Mortzfeldt and Eula Mortzfeldt, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of ground lying and being situate on the East
side of the Bedford Road and at the corner of the Bedford Road and
Mill Road opposite the Zion Church, in Allegany County, Maryland, in
Election District No. 23, being described as follows, to-wit:

BEGINNING for the same at a post in a line of fence on the Southerly
side of the County Road, also called Mill Road, leading from the Bed-
ford Road to (the Union Grove or Mason Road) said point of beginning
being South 70½ degrees West 94 feet from the Southwest corner of the
brick building known as Mount Zion Church, and running thence with said
County Road, South 81½ degrees West 40 feet to a fence post at the South
side of the Bedford Road; and with said Bedford Road, South 66 degrees
West 40½ feet to another fence post; then South 42 degrees East 107
feet to a stake; North 48 degrees East 101 feet to said County Road; and
with it, North 63-2/3 degrees West 78½ feet to the place of beginning.

It being the same property which was conveyed unto the said Mortga-
gors by Violet L. McElfish, et al, by deed dated the 8th day of April,
1948, and recorded in Liber No. 220, folio 266, one of the Land Records
of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its
successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns,
does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of
Thirty-Seven Hundred Fifty Dollars, together with the interest thereon when
and as the same becomes due and payable, and in the meantime does and shall perform all the
covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor
shall, except by reason of death, cease to own, transfer or dispose of the within described property
without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof,
future advances made at the mortgagee's option, prior to the full pay-
ment of the mortgage debt, but not to exceed in the aggregate the sum



of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirty-Seven Hundred Fifty (\$3750.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keel

Fred J. Mortzfeldt (SEAL)
Fred J. Mortzfeldt

Eula Mortzfeldt (SEAL)
Eula Mortzfeldt

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 15th day of October in the year nineteen hundred and fifty-four, before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Fred J. Mortzfeldt and Eula Mortzfeldt, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form

Tract No. 972, a reference to which is hereby made for a more particular description thereof.

It being part of the same property which was conveyed unto the said Mortgagors by Russell V. Nierman, single, by deed dated the 25th day of July, 1946, and recorded in Liber No. 210, folio 293, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of ~~Twenty-five Hundred (\$2500.00)~~ ^{Thirty-two Hundred (\$3,200.00)} *E. P. M. R. P.* Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least ~~Twenty-five Hundred (\$2500.00)~~ ^{Thirty-two Hundred (\$3,200.00)} *E. P. M. R. P.* Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect

of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



Charles A. Piper
Notary Public

FILED AND RECORDED OCTOBER 2nd 1954 at 9:00 A.M.

This Mortgage, Made this 30th day of September in the year nineteen hundred and fifty-four, by and between

Ernest Poole and M. Regina Poole, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Ernest Poole and M. Regina Poole, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of ~~thirty-two hundred and~~ thirty-two hundred and ~~no~~ no ~~cents~~ cents ~~(\$3,200.00)~~ (\$3,200.00) ~~E.P. M.R.P.~~ ----- Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1954.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Ernest Poole and M. Regina Poole, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those certain pieces or parcels of land containing approximately ten (10) acres, more or less, situated in Election District No. 3 in Allegany County, Maryland, and being known and described on the Plat of the Green Ridge Valley Orchard Company, filed among the Land Records of Allegany County, Maryland, in Map Case No. 1, Box 84, as Orchard



Tract No. 972, a reference to which is hereby made for a more particular description thereof.

It being part of the same property which was conveyed unto the said Mortgagors by Russell V. Nierman, single, by deed dated the 25th day of July, 1946, and recorded in Liber No. 210, folio 293, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of ~~Twenty-five Hundred (\$2500.00)~~ ^{Thirty-two Hundred (\$3,200.00)} ~~Dollars~~ ^{E. P. M. R. P.} together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least ~~Twenty-five Hundred (\$2500.00)~~ ^{Thirty-two Hundred (\$3,200.00)} ~~Dollars~~ ^{E. P. M. R. P.} and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect

said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Ernest Poole (SEAL)
Ernest Poole

M. Regina Poole (SEAL)
M. Regina Poole

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 30th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Ernest Poole and M. Regina Poole, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James M. Loxley
Notary Public



Case No. 10-11-54
Notary City
Nov 3 1954

FILED AND RECORDED OCTOBER 2nd 1954 at 9:00 A.M.

This Mortgage, Made this 30th day of
September in the year nineteen hundred and fifty-four, by and between

John W. Spross and Lottie M. Spross, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

John W. Spross and Lottie M. Spross, his wife,



stand indebted unto the said The Liberty Trust Company in the just and full sum of Eleven Hundred (\$1100.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1951.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

John W. Gross and Lottie M. Gross, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that part of a tract of land called "Woodland" situated in Allegany County, State of Maryland, near the Cash Valley Road, and particularly described as follows:

BEGINNING at a post in the corner of a fence on the Easterly side of a run and the Westerly side of the road leading from the Cash Valley Road to Block's Farm, said point being at the end of 156.75 feet 9' perches on the Fourth Line of said tract called "Woodland" and being also the beginning point of the first parcel of land conveyed by Anthony Dressman, et al, to Henry Dressman by deed dated March 19, 1920, and recorded in Liber 122, folio 175, one of the Land Records of Allegany County, Maryland, and running thence with the first, second and third lines of said first parcel conveyed as aforesaid, as corrected by variation and to call, South 42 degrees 10 minutes West 1481 feet, thence North 72 degrees 50 minutes West 1221 feet to a corner in a fence line, being in the Sixth line of "Woodland", thence North 12 degrees 40 minutes East 5114 feet to a pine stump, thence with a part of the Fourth line of said first parcel, as corrected by variation, North 82 degrees 10 minutes East 300 feet, thence crossing said first parcel, South 48 degrees 20-minutes East 1160 feet to the place of beginning, containing 124 acres.

It being the same property which was conveyed unto the said Mortgagors by Lewis M. Wilson, Trustee, by deed dated the 29th day of April, 1927, and recorded in Liber No. 155, folio 217, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eleven Hundred (\$1100.00) - - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the

mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

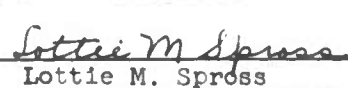
Eleven Hundred (\$1100.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

 (SEAL)
John W. Spross

  (SEAL)
Lottie M. Spross

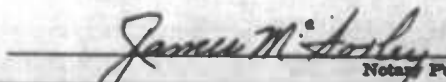
STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 30th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

John W. Spross and Lottie M. Spross, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.


Notary Public



Filed AND RECORDED OCTOBER 2nd 1954 at 9:00 A.M.THIS MORTGAGE, Made this 1st day of October, 1954

by and between James W. Wolford and Ethel G. Wolford, his wife, of the first part, sometimes hereinafter called the Mortgagors and The Liberty Trust Company of Cumberland, Maryland, a corporation, duly incorporated under the Laws of Maryland, Administrator, d.b.n.c.t.a. of the Estate of Susan M. Gephart, of the second part, sometimes hereinafter called the Mortgagee, WITNESSETH:

WHEREAS, the said Mortgagors stand indebted unto the Mortgagee in the full sum of Six Thousand (\$6,000.00) Dollars, as is evidenced by a promissory note of even date and tenor herewith, which note is payable one year from the date hereof and bears an interest rate of Five per centum (5%) per annum, said interest being payable in quarterly installments as it accrues at the Office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31, of each year, the first pro-rata quarterly interest on said note to be payable on the 31st day of December, 1954.

NOW, THEREFORE, in consideration of the premises and of the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said James W. Wolford and Ethel G. Wolford, his wife, do hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, Administrator, d.b.n.c.t.a. of the Estate of Susan M. Gephart, the following property, to-wit:

All that lot or parcel of ground lying and being in Dilfer Farms Addition to Cumberland, Maryland, it being Lot No. 40 as shown on the Plat of said Addition recorded in Plat Case Box No. 166 in the Office of the Clerk of Court for Allegany County, Maryland, and which said lot is more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Westerly side of Sunbury Avenue with the Northerly side of Holland Street, and running thence with the Westerly side of Sunbury Avenue, North 54 degrees 13 minutes West 120 feet, thence South 35 degrees 47 minutes East 40 feet, thence South 54 degrees 13 minutes East 120 feet to the Northerly side of Holland Street, and with said side of said Street, North 35 degrees 47 minutes East 40 feet to the place of beginning.

It being part of the same property which was conveyed unto the said Mortgagors by John J. Long and wife by deed dated



the 3rd day of September, 1943, and recorded in Liber No. 197, folio 210, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances therunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Six Thousand (\$6,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagors shall, except by reason of death cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagor shall retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagors hereby covenant to pay the said mortgage debt, the interest thereon and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage, the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagors also consent to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreements, covenant or condition of the mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable provided that the Mortgagee shall give written notice of any default, by registered mail and made demand for tender of the indebtedness, and the Mortgagors shall have sixty days after the receipt of said notice, to make tender of said debt, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns, or George R. Hughes, its, his

or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the Mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, their heirs, personal representatives or assigns.

AND the said Mortgagors do further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured in some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, to the amount of at least Six Thousand (\$6,000.00) Dollars, and to cause the policy or policies issued therefore to be so framed or endorsed, as in the case of fire to inure to the benefit of the Mortgagee, its successors or assigns to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the Mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS the hands and seals of the said Mortgagors.

James W. Wolford (SEAL)
JAMES W. WOLFORD

WITNESS:

James M. Askin

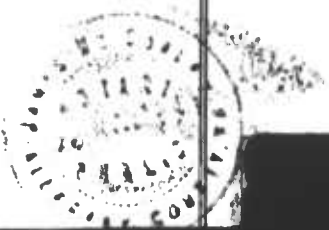
Ethel G. Wolford (SEAL)
ETHEL G. WOLFORD

STATE OF MARYLAND
COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this *1st* day of *October* 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Allegany, personally appeared James W. Wolford and Ethel G. Wolford, his wife, and each acknowledged the foregoing Mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, and John J. Robinson, Trust Officer of The Liberty Trust Company, Trustee, the within named Mortgagee, and made oath in due form of law that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and affixed by Notarial Seal the day and year above written.



James W. Wolford
NOTARY PUBLIC

W. Wallace McKaig City
5th

FILED AND RECORDED OCTOBER 4th 1954 at 9:00 A.M.

This Mortgage, made this *2nd* day of *October*, in the year Nineteen Hundred and fifty-four, by and between
Kenneth W. Sulser and Evelyn V. Sulser, his wife,

hereinafter called Mortgagors, which expression shall include their heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, parties of the first part and

W. Wallace McKaig,
hereinafter called Mortgagee, which expression shall include his heirs, personal representatives, successors and assigns, where the context so requires or admits, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, The said Mortgagors are justly and bona fide indebted unto the said Mortgagee in the full sum of Ninety-Five Hundred (\$9500.00) Dollars, which said indebtedness is payable three years after date hereof, together with the interest thereon at the rate of Four and One-Half (4 1/2) per centum per annum. The said Mortgagors hereby covenant and agree to make payments of not less than One Hundred (\$100.00) Dollars each month on account of the principal indebtedness and interest as herein stated, the interest to be computed semi-annually at the rate aforesaid and deducted from said payments, and the balance thereof, after deducting the interest, shall be credited to the principal indebtedness.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, this deed of mortgage witnesseth that, in consideration of the premises and the sum of One Dollar, in hand paid, the said Mortgagor do hereby bargain and sell, give, grant, convey, release and confirm unto the said Mortgagee the following property, to-wit:

All that part of two lots or parcels of ground situated near the Little Valley Road about one mile Northeasterly of the City of Cumberland, Allegany County, Maryland, being part of Lots Nos. 126 and 126 1/2 of Section A as shown on Amended Plat No. 2 of Bowman's Cumberland Valley Addition to Cumberland, and described as follows:

BEGINNING for the same at a planted stone at the intersection of the Southerly side of Park Avenue with the Easterly side of Forest Avenue, and running thence with the Easterly side of Forest Avenue, South 39 degrees 26 minutes West 135 feet to a point distant fifteen feet from Lot No. 123; thence South 50 degrees 34 minutes East 75 feet to the line dividing Lots Nos. 125 and 126; thence North 39 degrees 26 minutes East to the Southerly side of Park Avenue; thence with the Southerly side of Park Avenue, North 46 minutes West 80 feet, more or less, to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Branson J. Nelson and wife, by deed dated the 21st day of November, 1945, and recorded in Liber No. 206, folio 172.

ALSO: All that parcel of land situated on the Southerly side of McMullen Highway, being the Southwesterly one-half of Lot No. 21 of White's Addition in District No. 7, at Rawlings, Allegany County, Maryland, a Plat of said Addition being filed among the Land Records of Allegany County, said parcel being described as follows:

BEGINNING for the same at the end of the fourth line of Lot No. 22 of said Addition, which point is also the beginning of the first line of Lot No. 22, and running with McMullen Highway, North 40 degrees 30 minutes East 30 feet, thence with a line parallel to the fourth line of Lot No. 22, South 49 degrees 30 minutes East 310 feet to the third line of said Lot No. 21, thence South 40 degrees 30 minutes West 30 feet to the end of the fourth line of said Lot No. 22, and with that line reversed, North 49 degrees 30 minutes West 310 feet to the point of beginning on McMullen Highway.

It being the same property which was conveyed unto the said Mortgagors by Conda O. Smith and wife, by deed dated the 28th day of August, 1954, and recorded in Liber No. 261, folio 319, one of the Land Records of Allegany County.

ALSO: All that lot or parcel of land known as Lot No. 22 of White's Addition in District No. 7, at Rawlings, Allegany County, Maryland, a Plat of said Addition being filed among the Land Records of Allegany County, said Lot being described as follows:

BEGINNING for the same at the end of the first line of Lot No. 21, and running thence South 40 degrees 30 minutes West 60 feet, thence South 49 degrees 30 minutes East 310 feet, thence North 40 degrees 30 minutes East 60 feet to the end of the second line of Lot No. 21, and reversing same, North 49 degrees 30 minutes West 310 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by Mabel A. White, widow, by deed dated the 20th day of August, 1954, and recorded in Liber No. 261, folio 316, one of the Land Records of Allegany County.

AND WHEREAS this Mortgage shall also secure future advances as provided by Chapter 221 of

the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor S shall pay to the said Mortgagee the aforesaid
Ninety-Five Hundred (\$9500.00) - - - - -

and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagors may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagor S hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or George R. Hughes, his duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Cumberland, Allegany County, Maryland, if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of the ratification of the auditor's report; and third, to pay the balance to the said Mortgagor S. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions shall be paid by the Mortgagor S to the person advertising.

AND the said Mortgagor S further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least

Ninety-Five Hundred (\$9500.00) - - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of his lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee; and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal S of said Mortgagors.

Attest

George R. Hughes

Kenneth W. Sulser (SEAL)
Kenneth W. Sulser
Evelyn V. Sulser (SEAL)
Evelyn V. Sulser

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 2nd day of October, in the year 19 54, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Kenneth W. Sulser and Evelyn V. Sulser, his wife,

the within named Mortgagor S, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared W. Wallace McKaig,

the within named Mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year last above written.



George R. Hughes
Notary Public

FILED AND RECORDED OCTOBER 2nd 1954 at 10:40 A.M.

This Mortgage, Made this 1st day of OCTOBER
in the year Nineteen Hundred and fifty-four, by and between

- - - - - LAURA SHOCKEY and FRED SHOCKEY, her husband - - - - -

of Allegany County, in the State of Maryland
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in

xx Frostburg, Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted
unto the said party of the second part, its successors and assigns, in
the full sum of

TWO THOUSAND SIX HUNDRED FIFTY- - - - - 00/100 DOLLARS (\$2,650.00)

payable one year after date of these presents, together with interest
thereon at the rate of six per centum (6%) per annum, payable quarter-
ly, as evidenced by the joint and several promissory note of the
parties of the first part payable to the order of the party of the
second part, of even date and tenor herewith, which said indebtedness,
together with interest as aforesaid, the said parties of the first
part hereby covenant to pay to the said party of the second part, its
successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, its successors heirs and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Alle-
gany County, Maryland, situate near the Town of Frostburg in Election
District No. 26, and more particularly described as follows:

BEGINNING for the same at the end of fifty-one and eighty-two
hundredths feet on the second line of all that lot or parcel of land
which was conveyed to John H. Lewis and Inez M. Lewis by the Con-
solidation Coal Company by deed dated July 1, 1936, and recorded
among the Land Records of Allegany County, Maryland, in Liber No. 176,
folio 69, and running thence with the main part of said second line
South thirty-eight degrees thirteen minutes East fifty feet, thence
running with the third line of the said whole lot South fifty-two
degrees twenty-six minutes West two hundred seventy-seven and forty-
four hundredths feet to the center of the concrete road, thence with
part of the fourth line of said whole lot North thirty-seven degrees
thirty-six minutes West fifty feet, thence running across the said
whole lot North fifty-two degrees twenty-six minutes East two hundred
seventy-six and nine-tenths feet to the place of beginning; contain-
ing .31 of an acre, more or less.

IT being the same property which was conveyed to the parties of
the first part herein by Violet V. Fair, Trustee, by deed dated May
11, 1946, and recorded in Deeds Liber No. 208, folio 690, among the
Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administra-

tors or assigns, do and shall pay to the said party of the second part, its successors
~~xxxxxxx,xxxxxxx~~ or assigns, the aforesaid sum of
 TWO THOUSAND SIX HUNDRED FIFTY- - - -00/100 DOLLARS (\$2,650.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~xxxxxxx,xxxxxxx~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least TWO THOUSAND SIX HUNDRED FIFTY and 00/100- - -Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~xxxxxxx~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s.

Witness:

David R. Willetts
 DAVID R. WILLETTS
David R. Willetts
 DAVID R. WILLETTS

Laura Shockey [Seal]
 LAURA SHOCKEY
Fred Shockey [Seal]
 FRED SHOCKEY

_____[Seal]

_____[Seal]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 1st day of OCTOBER in the year nineteen hundred and Fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

- - - -LAURA SHOCKEY and FRED SHOCKEY, her husband

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG, Cashier of the Frostburg National Bank

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this

WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd
 RUTH M. TODD Notary Public

FILED AND RECORDED OCTOBER 2nd 1954 at 10:25 A.M.

This Mortgage, Made this 1st day of October, in the year

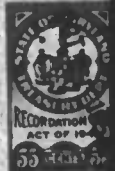
Nineteen Hundred and Fifty-Four by and between

PEARL STELLA SHUEY, widow,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of ONE THOUSAND EIGHT HUNDRED AND FIFTY AND NO/100 Dollars (\$1,850.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note



bearing even date herewith and payable in monthly installments of

TWENTY AND 00/100 -----

Dollars,

(\$ 20.00) commencing on the 10TH day of NOVEMBER, 1954
and on the 10TH day of each month thereafter until the principal and interest are
fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due
and payable on the 1ST day of OCTOBER, 1963. Privilege is reserved to prepay at
any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible
at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said Pearl Stella Shuey -----

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The
Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and
assigns, in fee simple, the following described property, to-wit: all those parts of Lots Nos.
37 and 38, in the Town of Grahantown, near Frostburg, Allegany County, Maryland,
described as follows:

BEGINNING at a stake on the Northwest corner of Lot No. 38 and running
thence South 58 degrees East 90 feet to a stake; thence South 32 degrees West 120
feet to a stake on the North side of Graham Street; thence North 58 degrees West
90 feet to the Southwest corner of Lot No. 37; thence North 32 degrees East 120
feet to the place of beginning -- the same being the West half of said Lots Nos.
37 and 38.

BEING the same property which was conveyed to Willem S. Bush by deed from
David Greening and Viola Greening, his wife, dated October 22, 1928, and recorded
in Liber No. 160, folio 557, one of the Land Records of Allegany County, Maryland.

BEING also the same property which was devised to the said Pearl Stella
Shuey under the Last Will and Testament of said Willem S. Bush, deceased, probated
May 26, 1933, and recorded in Wills Liber Q, folio 226, among the records of the
Register of Wills for Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters,
privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee,
its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and
shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with
the interest thereon, as and when the same shall become due and payable, and in the meantime does
and shall perform all the covenants herein on his part to be performed, then this mortgage shall be
void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mort-
gagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes,
assessments and public liens levied on said property, all which taxes, mortgage debt and interest
thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when
legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest
thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the
entire mortgage debt intended to be hereby secured shall at once become due and payable, and these
present are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,
or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and

empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

ONE THOUSAND EIGHT HUNDRED AND FIFTY AND NO/100 (\$1,850.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, person, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Rachel K. K. K.
— RACHEL K. K. K.

Pearl Stella Shury (SEAL)
PEARL STELLA SHURY

(SEAL)

bearing even date herewith and payable in monthly installments of

TWENTY AND 00/100 ----- Dollars,
(S 20.00) commencing on the 10TH day of NOVEMBER , 195 4
and on the 10TH day of each month thereafter until the principal and interest are
fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due
and payable on the 1ST day of OCTOBER, 1965 , ~~1964~~ . Privilege is reserved to prepay at
any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

do hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said **The Fidelity Savings Bank of Frostburg, Allegany County, Maryland**, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

[illegible]

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and

empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

ONE THOUSAND EIGHT HUNDRED AND FIFTY AND NO/100 (\$1,850.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Rachel K. Krierien
- RACHEL KRIERIEN

Pearl Stella Shuy (SEAL)
PEARL STELLA SHUY

(SEAL)

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 1st day of October, in the year Nineteen Hundred and Fifty four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

PEARL STELLA JUNEY, widow,

and acknowledged the foregoing mortgage to be ^{her} ~~WILLIAM B. JUNEY~~ ^{G. ALVIN KREILING} act; and at the same time, before me also personally appeared ~~WILLIAM B. JUNEY~~ ^{G. ALVIN KREILING}, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said ~~WILLIAM B. JUNEY~~ ^{G. ALVIN KREILING} did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Rachel Knierten
RACHEL KNIERTEN
Notary Public

*Showered
Clerk
George H. Legg, Atty. Gen.
Nov 3 54*

FILED AND RECORDED OCTOBER 4th 1954 at 6:45 A.M.

This Mortgage, Made this 1st day of August, OCTOBER in the year Nineteen Hundred and fifty four by and between

Bernard L. Loar and Lora M. Loar, his wife,

of Allegany County, in the State of Maryland, part 103 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Two Thousand (\$2000.00) Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from



the date hereof, at the rate of 6 per cent. per annum, in the manner following:

By the payment of Twenty Five (\$25.00) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground, situate lying and being in Allegany County, Maryland, and situate on the Mount Savage Road leading from the City of Cumberland, Maryland, to Mount Savage, Maryland, and near the village of Barreilville, Maryland, which said parcel is more particularly described as follows, to wit:

It being Lot No. 3, as laid off by Mary Loar, and Beginning for the same at a stake standing at the end of a line drawn North 84 degrees 42 minutes West 144.4 feet from the northwesterly corner of Loar's house, and running then South 84 degrees 56 minutes West 50 feet, then South 5 degrees 4 minutes East 238 feet, more or less, to Jennings Run, then North 71 degrees East 50 feet, more or less, to intersect a line drawn South 5 degrees 4 minutes East from the place of beginning, and then reversing said intersecting line North 5 degrees 4 minutes West 226 feet, more or less, to the place of beginning, said lot lying between the lots or parcels of ground fronting on said road, owned and conveyed to Robert F. Loar and A. D. Martin, respectively, as of June 3, 1920.

Being the same property which was conveyed unto the parties of the first part by deed of Michael P. Loar et ux dated July 26, 1948, which is recorded in Liber 221, Folio 528, one of the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And It is Agreed that until default be made in the premises, the said mortgagor may

hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Two Thousand (\$2000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

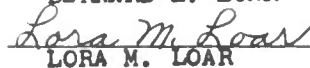
In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:



 [SEAL]
BERNARD L. LOAR

 [SEAL]
LORA M. LOAR

_____ [SEAL]

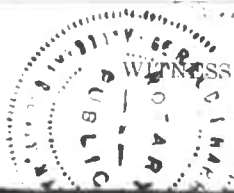
_____ [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1ST day of OCTOBER
August,
in the year nineteen Hundred and Fifty Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Bernard L. Loar and Lora M. Loar, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

FILED AND RECORDED OCTOBER 4th 1954 at 12:15 P.M.

purchase money

This Mortgage, Made this 1ST day of OCTOBER in the
year Nineteen Hundred and fifty-four by and between

Robert L. Schubert and Dorothy M. Schubert, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Seven Thousand & 00/100 - - - - - (\$7,000.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Forty-six & 20/100 - - - - - (\$46.20) - - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said

principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that certain piece, parcel or tract of land situate, lying and being in Gross Election District No. 21, County of Allegany, State of Maryland, more particularly bounded and described as follows, to-wit:

Beginning at an iron pin on the east side of a public road at a line common to the lot herewith conveyed and lands of Myron E. Rice and Ruth E. Rice; then along same, North 80 degrees 0 minutes East 172.9 feet to an iron pin; then by other lands of Margaret A. Wilson et al, South 10 degrees 35 minutes West 121.5 feet to an ash at public road; then along said public road, South 72 degrees 45 minutes East 160.85 feet to an iron pin at an intersection of said public road with the public road first mentioned; then along the east side of the latter road, North 2 degrees 55 minutes West 65.5 feet to an iron pin; then North 8 degrees 50 minutes East 72.72 feet to an iron pin at line of Myron E. Rice and Ruth E. Rice, the place of beginning, containing .47 acres as surveyed for the said Margaret A. Wilson et al, September 7, 1954, by W. Hayes Cunard, R. S.

Being the same property which was conveyed unto the parties of the first part by deed of Margaret A. Wilson et al, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple

title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and no covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor or his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Lege, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand & 00/100 - - - (\$7,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Robert L. Schubert [SEAL]
Robert L. Schubert
Dorothy M. Schubert [SEAL]
Dorothy M. Schubert

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 15th day of OCTOBER

in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Robert L. Schubert and Dorothy M. Schubert, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

*Notary Public
Residence*

FILED AND RECORDED OCTOBER 5th 1954 at 10:27 A.M.

PURCHASE MONEY

This Mortgage, Made this 4th day of October
September

in the year Nineteen Hundred and fifty-four, by and between

OLIE K. TEETER and MONTRE L. TEETER, his wife, and ELSIE
TEETER (wife of Benjamin F. Teeter)

of Allegany County, in the State of Maryland,

parties of the first part, and PENN ECONOMY OIL CO., INC., a corporation

duly incorporated under the laws of the Commonwealth of Pennsylvania,

of County, in the State of

part y of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the party of the
second part in the full and just sum of Three Thousand Dollars (\$3,000.00) this

day loaned the parties of the first part by the party of the second part, which said sum is to be repaid with interest thereon at the rate of six per cent per annum in monthly installments of \$50.00 each; said payments include both principal and interest, which interest shall be calculated and credited semi-annually. The first of said monthly installments is due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors ~~xxxx~~ and assigns, the following property, to-wit:

FIRST PARCEL: All that lot, piece or parcel of ground lying and being in or near the Village of Flintstone in Allegany County, Maryland, and being part of the property conveyed to Josiah G. Dolly by Frances C. Lashley et al by deed dated July 18, 1914, and recorded in Deeds Liber 115, folio 71 among the Land Records of Allegany County, Maryland, which said property is more particularly described as follows, to wit:

BEGINNING for the same in the center of the Baltimore Turnpike (U. S. Route 40) as witnessed by an iron pin beside said road, said pin being 148 feet from the end of the third line of the property conveyed to Russell O. Dolly et ux by Josiah G. Dolly et ux by deed dated January 15, 1937, and recorded in Deeds Liber 176, folio 540 among the Land Records of Allegany County, Maryland, thence South 31-3/4 degrees West 10 perches and 5 links to an iron pin; thence North 60 degrees West 6 perches and 7 links to a stake at Curtis Nashe's line; thence with said line North 23-1/2 degrees East 10 perches and 4 links to the middle of the aforementioned Baltimore Pike; thence with said center line of said Pike, North 59-1/2 degrees East 7-3/4 perches to the point of beginning. Containing 71 square perches, more or less.

SECOND PARCEL: All that lot, piece, parcel or tract of land lying on the southerly side of Baltimore Turnpike (Maryland U. S. Route 40) in or near the Village of Flintstone in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at a corner fence post marking the most south-westerly corner and the end of the second line of the Russell O. Dolly et ux property which was conveyed to them by Josiah G. Dolly et ux by deed dated January 15, 1937, and recorded in Deeds Liber 176, folio 540 among the Land Records of Allegany County, Maryland, thence and with the same general course as the westerly line of the aforementioned Russell O. Dolly et ux land South 31-3/4 degrees West 29 rods and 10 links (as witnessed by a concrete post 1 rod and 11 links from the end of this line in reverse direction) to the center of a run and the point of intersection with the north line of the land of Jasper W. Robinette; thence with said Robinette line and along the run North 85 degrees West 11 rods and 23 links to a point where said line intersects an extension of the easterly line of the land of Curtis N. Nash et ux, this point being witnessed by a willow tree standing 8 feet southeasterly from the end of the Nash first line and 4-1/2 feet east of the next described west line of the land herein conveyed; thence along the first line of the land of said Curtis N. Nash et ux and reversing the same, North 23-1/2 degrees East 34 rods and 20 links to a point where the same meets the most southwest corner and the end of the second line of the property conveyed by Josiah G. Dolly et ux to B. F. Teeter et ux by deed dated October 1, 1938, and recorded in Deeds Liber 182, folio 204 among the Land Records of Allegany County, Maryland; thence with and reversing the last mentioned second line South 60 degrees East 6 rods and 7 links to the most southeast corner and the end of the first line of the same lot; thence with said first line and reversing the same, North 31-3/4 degrees East 10 rods and 5 links to the center of the aforementioned National Turnpike; thence and with said center of said highway, South 60 degrees East 15 feet as witnessed by a pin beside said highway and the easterly side of a private driveway which must be maintained as an open unobstructed drive for the common use of the owner

of the property herein described and conveyed and the owner of the property adjoining this property on the east until such time as this restriction may be removed by written agreement between the owners of said respective properties; thence with the easterly line of the aforementioned driveway and to its end, South 31-3/4 degrees West 10 rods and 5 links to a stake which is also the end of the second line of the property conveyed by Josiah G. Dolly to Almedia Stonestreet, which deed is duly recorded among the Land Records of Allegany County, Maryland; thence South 60 degrees East 8 rods and 1-1/4 links to the place of beginning. Said property containing 2-1/2 acres, more or less.

IT being the same property which was conveyed by Charles H. Musgrove et ux to Olie K. Teeter et ux by deed dated as of even date herewith and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

The said Elsie Teeter joins in this mortgage for the purpose of and does hereby convey unto the party of the second part, its successors, and assigns, all her right, title and interest in and to the aforescribed two parcels of property, which interest was acquired as a dower interest, the said Elsie Teeter being the wife of Benjamin F. Teeter, who formerly owned the aforescribed two tracts of land.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~xxxxxxx administrator~~ or assigns, the aforesaid sum of _____

- - - - - **THREE THOUSAND and 00/100 DOLLARS (\$3,000.00)** - - - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~xxxxxxx administrator~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor a, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least **Three Thousand and 00/100** - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire

or other losses to inure to the benefit of the mortgagee, its successors ~~heirs or~~
 assigns, to the extent of its ~~its~~ lien or claim hereunder, and to place such
 policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said
 insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand s and seal s of said mortgagor s.

Witness:

W. R. Carscaden

Olie K. Teeter

OLIE K. TEETER

[Seal]

W. R. Carscaden

Montre L. Teeter

MONTRE L. TEETER

[Seal]

W. R. Carscaden

Elsie Teeter

ELSIE TEETER

[Seal]

**State of Maryland,
 Allegany County, to-wit:**

I hereby certify, That on this 4th day of October
September
 in the year nineteen hundred and fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

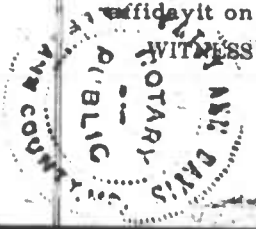
Olie K. Teeter and Montre L. Teeter, his wife, and Elsie Teeter (wife of
 Benjamin F. Teeter)

and they acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared William R. Carscaden,
 Attorney and Agent for the Penn Economy Oil Co., Inc.,

the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth, and he further made oath that he is the
 Attorney and Agent for said company and that he is duly authorized to make this
 affidavit on behalf of said company.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Notary Public

Geo. H. Leggs Atty City
Vol. 3 54

FILED AND RECORDED OCTOBER 4th 1954 at 12:15 P.M.

This Mortgage, Made this 15th day of OCTOBER in the
 year Nineteen Hundred and fifty-four by and between
Clatis W. Carskadon and Leota J. Carskadon, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Twenty-five Hundred & 00/100 - - - - (\$2500.00) - - - - Dollars,
 which said sum the mortgagors agree to repay in installments with interest thereon from
 the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-seven & 14/100 - - - (\$27.14) - - - Dollars
 on or before the first day of each and every month from the date hereof, until the whole of said
 principal sum and interest shall be paid, which interest shall be computed by the calendar month,
 and the said installment payment may be applied by the mortgagee in the following order: (1) to
 the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
 of every nature and description, ground rent, fire and tornado insurance premiums and other
 charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
 said principal sum. The due execution of this mortgage having been a condition precedent to the
 granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
 paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
 together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
 release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
 ing described property, to-wit:

All that tract or parcel of ground situated on the eastern
 side of the McMullen Highway, in Election District No. 7, of Allegany
 County, Maryland, and described as follows, to-wit:

Beginning at a post in the east boundary line of U. S.
 Route No. 220 (McMullen Highway), the beginning corner of the tract
 of which this is a part, being the tract conveyed by Roland D. Raven-
 scroft et ux, to John M. Bailey et ux, by deed dated September 21,
 1933, and recorded in Liber No. 170, folio 240, one of the Land Records
 of Allegany County, Maryland, and running then with the first original
 line, South 43 degrees 10 minutes East (M. B. 1933) (old course was
 South 45 degrees 10 minutes East but evidently error was made) 366.6
 feet to an iron stake, the second corner to original lot, located four
 feet North from twin red oak trees marked for pointers; then with a
 portion of the second original line (continued vernier reading), South
 46 degrees 50 minutes West 148.5 feet to another iron stake and a small
 thronberry sprout; then making division line, North 43 degrees 10
 minutes West 359.6 feet to another iron stake in said road boundary
 line and in the last original line; then with said road line, North 44
 degrees 10 minutes East 148.7 feet to the place of beginning, containing

1.20 acres by calculation, according to a survey made October 3, 1941, by W. C. Brown, Surveyor, of Mineral County, West Virginia, being a part of the same property conveyed by Roland D. Ravenscroft et ux, to John M. Bailey et ux, by deed dated September 21, 1933, and recorded in Liber No. 170, folio 240, one of the Land Records of Allegany County, Maryland. Reference to said deed is hereby made for a further description

Being the same property which was conveyed unto the parties of the first part by deed of Lewis E. Harris and Mary A. Harris, his wife, dated September 1, 1945, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 205, folio 217.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount

of at least Twenty-five Hundred & 00/100 - - (\$2500.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

 Clotis W. Carskadon [SEAL]
Clotis W. Carskadon
Leota J. Carskadon [SEAL]
Leota J. Carskadon

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15th day of OCTOBER in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared
Clotis W. Carskadon and Leota J. Carskadon, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public.

Com. in the County of Allegany
 & changed to Keeney
 to Pershing City
 Nov 3 1954

FILED AND RECORDED OCTOBER 5th 1954 at 10:25 A.M.

PURCHASE MONEY

This Mortgage, Made this 30th day of September
 in the year Nineteen Hundred and fifty-four, by and between

PAUL E. CROWE and EVELYN L. CROWE, his wife,

of Allegany County, in the State of Maryland,
 parties of the first part, and

EDWARD A. KEENEY and MAY V. KEENEY, his wife,

of Allegany County, in the State of Maryland,
 parties of the second part, WITNESSETH:

Whereas, the parties of the first part are indebted unto the parties of the second part in the full and just sum of Four Thousand Six Hundred Fifty Dollars (\$4,650.00) this day loaned the parties of the first part by the parties of the second part, receipt whereof is hereby acknowledged, which said sum shall be repaid by the parties of the first part to the parties of the second part, together with interest thereon at the rate of six per cent per annum, in monthly installments of \$50.00 each; which said monthly payments include both principal and interest, which interest shall be calculated and credited semi-annually. It is understood and agreed that when the principal amount of this mortgage shall be reduced to the sum of Thirty-five Hundred Dollars (\$3,500.00), the interest rate thereon shall be accordingly reduced to five per cent per annum.

The first of said monthly installments shall be due one month from the date hereof and shall continue until said principal and interest are fully paid.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to-wit:

ALL that lot of ground situated in Allegany County, Maryland, three miles West of Cumberland, known as part of Lot No. 7 in Braddock Farms, a plat of which is recorded in Plat Case Box No. 31, of the Land Records of Allegany County, Maryland, said lot being described as follows:-

57 FEET OF LOT NUMBER SEVEN: :

BEGINNING on the northwesterly side of Maryland Street in said Braddock Farms Addition at the end of fifteen feet on the first line of Lot Number Seven of said Addition, and running thence with Maryland Street and with said first line North thirty-nine degrees fifty-four minutes East fifty-seven feet; thence North fifty degrees six minutes West six hundred and five feet; thence South thirty-nine degrees fifty-four minutes West fifty-seven feet; then by a line parallel to and fifteen feet distant from the second line of Lot Number Six, South fifty degrees six minutes East six hundred and five feet to the beginning.

IT being the same property which was conveyed by Fred W. Jenkins et ux, et al, to Paul E. Crowe et ux by deed dated as of even date herewith and to be recorded among the land records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price

of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said part ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part ies of the second part, their executor, administrator or assigns, the aforesaid sum of _____

- - - **FOUR THOUSAND SIX HUNDRED FIFTY and 00/100 DOLLARS** - - - together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said part ies of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said part ies of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said part ies of the second part, their heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least **Four Thousand Six Hundred Fifty and 00/100 - - - Dollars**, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

Patty Ann Davis Paul E. Crowe [Seal]
PAUL E. CROWE
Patty Ann Davis Evelyn L. Crowe [Seal]
EVELYN L. CROWE
[Seal]

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 30th day of September
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
Paul E. Crowe and Evelyn L. Crowe, his wife,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared
James A. Perrin, Agent for
Edward A. Keeney and May V. Keeney, his wife,
the within named mortgagees and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is duly
authorized to make this affidavit on behalf of said mortgagees.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Patty Ann Davis
Notary Public

FILED AND RECORDED OCTOBER 3rd 1954 at 10:40 A.M.

This Mortgage, Made this 4TH day of OCTOBER in the
year Nineteen Hundred and fifty -four by and between
Millard McCarty and Frances S. McCarty, his wife,
_____ of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Four Thousand Fifty & 00/100 - - - - (\$4050.00) - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of h¹ per cent. per annum, in the manner following:

By the payment of Thirty & 98/100 - - - - - (\$30.98) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of ground situate on the northerly side of Humbird Street, in the City of Cumberland, Allegany County, Maryland, known and designated as Lot No. 259 on the plat of the Humbird Land and Improvement Company's Addition to Cumberland, Maryland, a plat of which said addition is recorded in Liber No. 1, folio 8 one of the Plat Records of Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same on the northerly side of Humbird Street at the end of the first line of Lot No. 258, of said addition and running then with the northerly side of said street, South 53½ degrees East 30 feet, then North 36½ degrees East 125 feet to an alley, and with said alley, North 53½ degrees West 30 feet to the end of the second line of said Lot No. 258, then with said second line reversed, South 36½ degrees West 125 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Donald D. Utt and Elizabeth S. Utt, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

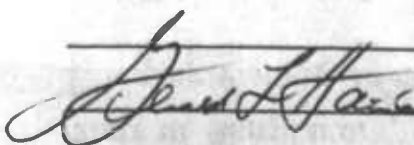
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Fifty & 00/100 - - - (\$4050.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

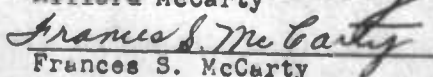
In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:



 [SEAL]
Millard McCarty

 [SEAL]
Frances S. McCarty

[SEAL]

[SEAL]

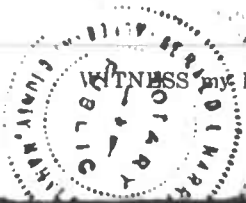
State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 4TH day of OCTOBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Millard McCarty and Frances S. McCarty, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public

FILED AND RECORDED OCTOBER 5th 1954 at 10:40 A.M.
Res. A. Legge Atty. City
Nov. 3 '54

FILED AND RECORDED OCTOBER 5th 1954 at 10:40 A.M.

This Mortgage, Made this 4TH day of OCTOBER in the
year Nineteen Hundred and fifty -four by and between

Lyman M. Zeller and Ruth L. Zeller, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Three Thousand & 00/100 - - - - - (\$3,000.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty-one & 80/100 - - - (\$31.80) - - - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,



and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the southerly side of Cumberland Street in the City of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a point on the easterly side of Cherry Alley at the end of 222 feet measured northerly along the easterly side of Cherry Alley from its intersection with the northerly side of Washington Street and running then with the easterly side of Cherry Alley North 7 degrees 10 minutes East 94.5 feet to the intersection of the easterly side of Cherry Alley and the southerly side of Cumberland Street as now located, then with said Cumberland Street South 43 degrees 5 minutes East 147.8 feet, then North 86 degrees 30 minutes West 54 feet, and then North 79 degrees 21 minutes West 59.82 feet to the place of beginning. All bearings refer to the true meridian.

Being the same property which was conveyed unto Ruth L. Molinari by 2 deeds from Frank Molinari, the first dated August 14, 1931, recorded in Liber No. 166, folio 202 Allegany County Land Records, and the second by confirmatory deed dated October 10, 1932, recorded ~~among~~ the Land Records of Allegany County, Maryland, in Liber No. 168, folio 364, the said Ruth L. Molinari, divorced, by her Last Will and Testament probated June 11, 1954, recorded in Liber Y, folio 287 Allegany County Wills Records, devised said property unto her daughter, Ruth Lee Molinari, now intermarried with Lyman M. Zeller, her husband.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor ^s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor _e hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand & 00/100 - - - - (\$3000.00) - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

Charles L. Zeller

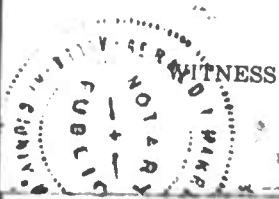
Lyman M. Zeller [SEAL]
Lyman M. Zeller
Ruth L. Zeller [SEAL]
Ruth L. Zeller

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 4TH day of OCTOBER
 in the year nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Lyman M. Zeller and Ruth L. Zeller, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
 Notary Public

FILED AND RECORDED OCTOBER 5th 1954 at 11:00 A.M.

THIS MORTGAGE, Made this 1st day of September, 1954, by
 and between ROBERT J. WELSH and CAROLYN Y. WELSH, his wife, of Alle-
 gany County, Maryland, parties of the first part, and THE FIRST
 NATIONAL BANK OF CUMBERLAND, a banking corporation duly organized
 under the laws of the United States, party of the second part,
 WITNESSETH:

WHEREAS, the parties of the first part are justly and
 bona fide indebted unto the party of the second part in the full
 and just sum of Seven thousand two hundred (\$7,200.00) dollars
 with interest from date at the rate of four and one half (4-1/2%)
 per cent per annum, which said sum is a part of the purchase price
 of the property hereinafter described and this mortgage is hereby
 declared to be a purchase money mortgage and which said sum the

said parties of the first part covenant and agree to pay in equal monthly installments of Fifty-five dollars and eight cents (\$55.08) on account of interest and principal, beginning on the 1st day of October, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five hundred (\$500.00) dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying the cost of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, all that lot or parcel of ground situated in the City of Cumberland, Allegany County, State of Maryland, and fronting on the South side of Fayette Street in said City; it being known as part of Lot No. 117 of the Original Town Lots of the City of Cumberland, and being more particularly described as follows, to-wit:

BEGINNING for the same at a point on the South side of Fayette Street, said point being also the beginning of the first line of said Lot No. 117, and running thence with a portion of said first line of said Lot No. 117, South 79 degrees 6 minutes East 21 feet; thence, leaving said first line, South 10 degrees 54 minutes West 171 feet to the third line of said Lot No. 117; thence with a portion of said third line, North 79 degrees 6 minutes West 21 feet to the end of said third line; thence, with the fourth line of said Lot No. 117, North 10 degrees 54 minutes East 171 feet to the place of beginning.

It being the same property conveyed in a deed of even date herewith by Henry A. Mackey and Mary Margaret Mackey, his wife, to the said Robert J. Welsh and Carolyn Y. Welsh, his wife, and

intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Seven thousand two hundred (\$7,200.00) Dollars, together with the interest thereon in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or

their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not, and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs and assigns.

And the said parties of the first part further covenant to insure forthwith and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Seven thousand two hundred (\$7,200.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

Witness as to both:

Robert J. Welsh (SEAL)
Robert J. Welsh

A. A. Tindal

Carolyn Y. Welsh (SEAL)
Carolyn Y. Welsh

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 1st day of September, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared ROBERT J. WELSH and CAROLYN Y. WELSH, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared ALBERT W. TINDAL,

President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal.

A. A. Hebrich

NOTARY PUBLIC
My Commission expires May 2, 1955

FILED AND RECORDED OCTOBER 5th 1954 at 10:40 A.M.

This Mortgage. Made this 4TH day of OCTOBER in the year Nineteen Hundred and fifty-four by and between
Frederick L. Wempe and Betty P. Wempe, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Fifteen Thousand & 00/100 - - - - - (\$15,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of One Hundred Twenty-two & 70/100 - (\$122.70) Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of land lying and being in



Cumberland, Allegany County, Maryland, and more particularly described as follows, to-wit:

Beginning for the same at a stake standing at the end of two lines drawn from the intersection formed by the easterly side of Wempe Drive with the southerly side of Elwood Street, the courses and distances of which lines are South 11 degrees West 227.75 feet and South 70 degrees 40 minutes East 100 feet; said stake standing also at the end of the third line in a deed from Robert F. Hopkins to Charles L. Twigg et ux dated April 15, 1941, and recorded in Deeds Liber 190, folio 10 among the Land Records of Allegany County, Maryland; then reversing said third line and the same extended South 11 degrees West 117.86 feet to a point on the most southerly line of the original 1.36 acre tract, of which this property is a part, as is shown on a plat of the Frank Wempe Estate which is recorded in Plat Book 1, folio 86 among the Land Records of Allegany County, Maryland, then with the most southerly line of said original tract South 70 degrees East 396.5 feet; then North 18 degrees 30 minutes East 120.7 feet; and then North 70 degrees 40 minutes West 411.4 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Marie G. Hopkins and Frank Hopkins, her husband, dated the 14th day of December, 1953, recorded in Liber No. 255, folio 430 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein

on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

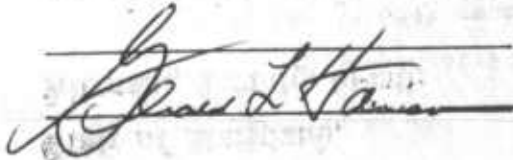
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Thousand & 00/100 - - - (\$15,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

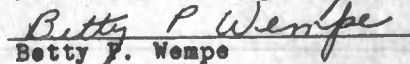
In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes, for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:



 [SEAL]
Frederick L. Wempe

 [SEAL]
Betty P. Wempe

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 4TH day of OCTOBER

in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Frederick L. Wempe and Betty P. Wempe, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Com:

Robert M. Legge, Atty. City
Nov 3 54

FILED AND RECORDED OCTOBER 5th 1954 at 11:20 A.M.

This Mortgage, Made this 4th day of October

in the year Nineteen Hundred and Fifty Four, by and between

Frances E. Lehman and Leroy E. Lehman, her husband,

of Allegany County, in the State of Maryland,

parties of the first part, and The First National Bank of Cumberland,

Cumberland, Maryland, a national banking corporation,

of County, in the State of

part Y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona fide indebted unto the said party of the second part in the full sum of THIRTY SEVEN HUNDRED (\$3,700.00) DOLLARS, with interest at the rate of six per centum (6%) per annum, which said sum said parties of



the first part covenant and agree to pay unto the said party of the second part in equal monthly installments of forty-one dollars and eight cents (\$41.08), on account of interest and principal, payments to begin on the 4 day of November, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and secondly, to the payment of principal of the mortgage indebtedness. The entire unpaid principal debt, together with interest thereon, shall become due and payable ten (10) years from the date of these presents.

It is also covenanted and agreed by the parties hereto, and fully understood by them, that this mortgage shall, at the option of the mortgagee, secure such future advances as are provided for by Article 66, Section 2, of the 1951 edition of The Annotated Code of the Public General Laws of Maryland, and any amendments and supplements thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part,

Frances E. Lehman and Leroy E. Lehman, her husband,

do hereby give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, The First National Bank of Cumberland, its successors

~~XXXX~~ and assigns, the following property, to-wit:

All that lot or parcel of ground situated in or near the Town of Corriganville, Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at an iron stake standing at the end of the first line of the FIRST lot or parcel of ground described in the deed from William A. Gunter and Clarence Lippel, Trustees, to George C. DeHaven and Margaret E. DeHaven, his wife, by deed dated August 31, 1945, and recorded among the Land Records of Allegany County, Maryland, and running thence with part of the seventh line of the first parcel of ground conveyed by the Union Mining Company to Clad C. DeHaven, by deed dated the 25th day of March, 1913, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 112, folio 365, and still with the South side of the Mount

Savage and Ellerslie State Road (Magnetic Bearings as of 1922 and with horizontal measurements) North 87 degrees 30 minutes East 105 feet, thence parallel to the second line of the lot or parcel of ground aforesaid conveyed to the said George C. DeHaven and Margaret E. DeHaven, his wife, South 3 degrees 50 minutes East 127 feet, more or less, until it intersects the Northern edge of the right-of-way of the former C. & P. Railroad right-of-way, now the Western Maryland Railroad right-of-way, thence with said right-of-way, South 55 degrees 18 minutes West 105 feet to an iron stake standing at the end of the second line of the aforesaid property conveyed to the said George C. DeHaven and Margaret E. DeHaven, his wife, thence reversing said second line, North 3 degrees 50 minutes West 131.75 feet to the beginning.

BEING the same property which was conveyed to the said parties of the first part, Frances E. Lehman and Leroy Lehman, her husband, by William A. Gunter and Clarence Lippel, trustees, by deed dated the 31st day of August, 1945, and recorded in Liber No. 206, folio 205, among the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Parties of the first part, their

_____ heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors

~~or assigns~~ or assigns, the aforesaid sum of Thirty Seven Hundred
(\$3,700.00) Dollars.

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part do

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, its successors

and assigns, or Robert MacDonald Bruce, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part do

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Thirty seven hundred (\$3,700.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or his, her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors the day and year first above

written.
Attest:

H. Landis

H. Landis

Frances E. Lehman [SEAL]
FRANCES E. LEHMAN

Leroy E. Lehman [SEAL]
LEROY E. LEHMAN

DEEDS

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 4th day of October
 in the year nineteen Hundred and Fifty Four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 Frances E. Lehman and Leroy E. Lehman, her husband,
 and each acknowledged the foregoing mortgage to be their respective
 act and deed; and at the same time before me also personally appeared H. C. Landis,
 Vice President and Cashier of
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year ~~1954~~ last above
 written.

E. Lyndell B. Braghill
 Notary Public.

FILED AND RECORDED OCTOBER 5th 1954 at 2:00 PM

THIS MORTGAGE, Made this 4th day of October, 1954,
 by and between Martha E. Twigg, widow, of Allegany County, Mary-
 land, of the first part, hereinafter sometimes called Mortgagor,
 and The Liberty Trust Company, a corporation duly incorporated
 under the Laws of the State of Maryland, and having its principal
 office in the City of Cumberland, Allegany County, Maryland, of
 the second part, hereinafter sometimes called Mortgagee,
 WITNESSETH:

WHEREAS, the said Martha E. Twigg, widow, stands in-
 debted unto the said The Liberty Trust Company in the just and
 full sum of Three Thousand (\$3,000.00) Dollars, payable to the



order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six per centum (6%) per annum, payable quarterly as it accrues, at the Office of The Liberty Trust Company, in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1954.

NOW, THEREFORE, in consideration of the premises and the sum of One (\$1.00) Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Martha E. Twigg, widow, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property, to-wit:

All that tract, piece or parcel of ground situate about four miles West of Oldtown, in Allegany County, State of Maryland, and being part of a tract of land called "Consolation" resurveyed for Adam Barth March 28, 1879, and also part of another tract called "Mosqua Second Part", and which said parts of said tracts are described as follows:

BEGINNING for the same at a large planted stone marked "end of 117 line-one of the orig. white oak" planted at the end of the 117th line of a tract of land called "Fifteen Mile" and also end of the 15th line of the aforementioned tract called "Consolation", and running thence reversing the lines thereof as corrected by magnetic variation, South 30-1/3 degrees West 24 perches, South 8-3/4 degrees East 24 perches to a stone W.M. standing at the beginning of that part of said tract called "Consolation" which was conveyed by John G. Barth, et ux, to Jesse Malone by deed dated March 24, 1885, and recorded among the Land Records of Allegany County in Liber 62, folio 125, thence leaving the lines of said tract called "Consolation" and with the lines of Jesse Malone's part of the same as corrected for magnetic variation, North 76 1/4 degrees West 12 perches to two white oak saplings marked with six notches each, North 62 1/4 degrees West 15 perches to a hickory sapling marked with six notches, South 69-3/4 degrees West 16 perches, North 69 degrees West 2 perches to a point on the 9th line of aforesaid tract called "Consolation", thence with part of said 9th line as corrected by magnetic variation, South 15 minutes West 6 perches to a point on the 5th line of that part of aforesaid tract called "Mosqua Second Part" which was conveyed by Samuel Appold, et al, to John G. Barth by deed dated

May 11, 1891, and recorded among the aforesaid land records in Liber 70, folio 310, (as located by running from the original bounded pine tree standing as the beginning of said deed and pointed out by John G. Barth) and running thence with the lines thereof as corrected by magnetic variation, North 55 degrees 35 minutes West 11½ perches to the end of the aforesaid 5th line, South 71 degrees 25 minutes West 19½ perches, North 76 degrees 35 minutes West 2 perches, South 75 degrees 25 minutes West 12 perches, North 80 degrees 35 minutes West 21 perches, North 35 degrees 5 minutes West 26 perches to the Northeast corner of Christopher Kelley's land, and with said land, North 38 degrees 50 minutes West 23-¾ perches, then North 37 degrees 55 minutes East 39 perches to a point on the 5th line of aforesaid tract called "Consolation", thence reversing part of said 5th line as corrected by magnetic variation, North 41 degrees 45 minutes West 78 perches to the end of the first line of that part of aforesaid tract called "Consolation" which was conveyed by John G. Barth to F. L. Robinette by deed dated October 14, 1907, and recorded among the aforesaid land records in Liber 107, folio 533, thence with the lines thereof as corrected by magnetic variation, North 45 degrees 40 minutes East 14 perches to a pine tree marked with six notches, North 50 degrees 40 minutes East 22½ perches to a large elm tree marked with six notches standing along bank of small run, North 11 degrees 40 minutes East 6 perches to a stake near the County Road, North 36 degrees 50 minutes West 5 perches to the end of the third line of that part of aforesaid tract called "Consolation" which was conveyed by John G. Barth to Sarah Shyrock by deed dated November 21, 1908, and recorded among the aforesaid land records in Liber No. 105, folio 322, thence with the lines thereof as corrected by magnetic variation, North 83 degrees 40 minutes East 17½ perches to a stake on the North side of the County Road, then leaving said road, North 14 degrees 40 minutes East 8 perches, North 30 degrees 40 minutes East 37½ perches to a pine marked with six notches lying on ground, it being the original call (line in deed to Shyrock is only 17½ perches but is a mistake), North 50 degrees 20 minutes West 10 perches to a large hickory marked with six notches (found tree and marks on same) thence with a part of aforesaid tract called "Consolation" which is to be conveyed by John G. Barth to Martha C. Twigg, North 8 degrees West 7 perches to a bounded pine, North 20 degrees 45 minutes East 13½ perches to a stake witnessed by a red oak sapling marked with six notches, North 41 degrees

45 minutes East 16 perches to a bounded white oak tree, South 55 degrees 40 minutes East $1\frac{4}{5}$ perches to a bounded pin oak tree, North 46 degrees 15 minutes East $10\frac{32}{100}$ perches to a bounded black oak tree, North 18 degrees 10 minutes East 18 perches to a bounded chestnut oak tree, North 20 degrees 35 minutes East $15\frac{12}{100}$ perches to a bounded white oak tree, North 28 degrees 40 minutes East $14\frac{1}{2}$ perches to a fence post witnessed by a chestnut oak sapling marked with six notches, said fence post stands at the end of $29\frac{2}{5}$ perches on the second line of that part of aforesaid tract called "Consolation" which was conveyed by A. C. Bevan to Wm. B. Twigg by deed dated March 28, 1908, and recorded among the aforesaid land records in Liber 102, folio 619, thence with the lines thereof as corrected by magnetic variation, South $84\frac{1}{2}$ degrees 20 minutes East $12\frac{3}{5}$ perches to a blazed pine tree, North 70 degrees 40 minutes East 40 perches, South 81 degrees 20 minutes East $48\frac{1}{2}$ perches to a large white oak tree marked with ten notches standing in a hollow, said tree is also standing at the end of the third line of that part of aforesaid tract called "Consolation" which was conveyed by John G. Barth to William T. Coulehan, et al, by deed dated November 6, 1913, and recorded among the aforesaid Land Records in Liber 113, folio 399; thence with the lines thereof as corrected by magnetic variation, South 87 degrees 20 minutes East 30 perches, South 81 degrees 20 minutes East 7 perches to a large black oak tree at corner of fence at a gate, South 51 degrees 40 minutes East 57 perches to a point on the 23rd line of aforesaid tract called "Consolation", thence reversing the lines thereof as corrected by magnetic variation, South $25\frac{1}{2}$ degrees West $61\frac{1}{2}$ perches, South $73\frac{1}{2}$ degrees West 10 perches, South $15\frac{1}{2}$ degrees West 12 perches, South $23\frac{3}{4}$ degrees East 28 perches to an old stake witnessed by several marked trees (pointed out by John G. Barth as where original corner stood), South $10\frac{1}{2}$ degrees West 72 perches, North $34\frac{3}{4}$ degrees West 36 perches, South $25\frac{1}{2}$ degrees West 26 perches to the place of beginning, containing 344 acres, more or less.

EXCEPTING, HOWEVER, six parts or parcels thereof which have been conveyed away by the said James C. Twigg and Martha E. Twigg, his wife, or by Martha E. Twigg, widow, subsequent to the death of James C. Twigg, which conveyances are as follows:

Deed to Albert F. Wolfe and wife, dated October 7, 1944, recorded in Liber 191, folio 548, conveying .37 of an acre, more or less; Deed to Nola A. Hartsock dated June 10, 1946, recorded in Liber 210, folio 274, conveying 1.253 acres, more or less; Deed

to Marshall Alvin Shyrock and wife, dated March 23, 1948, recorded in Liber 222, folio 202, of said Land Records, conveying 7/10 of an acre, more or less; Deed to Jesse E. Shipe and wife, dated May 3, 1950, and recorded in Liber 229, folio 707, conveying 2 acres, more or less; Deed to Eugene E. Carder and wife dated November 26, 1951, recorded in Liber 236, folio 301, conveying 185-1/5 acres, more or less; and Deed to Harry A. Robertson and wife, dated September 8, 1953, and recorded in Liber 256, folio 105, conveying 8 1/2 acres, more or less, all of the Land Records of Allegany County, and also Deed to Lionel M. Davis and wife, dated April 21, 1948, and recorded in Liber No. 220, folio 369 of said Land Records, conveying .89 of an acre, more or less.

It being a part of the same property which was conveyed unto the said J. C. Twigg and Martha E. Twigg, his wife, by Federal Land Bank of Baltimore, Maryland, by deed dated September 24, 1941, and recorded in Liber 191, folio 545, one of the Land Records of Allegany County. The said J. C. Twigg has since departed this life thus vesting the complete title in and to the said Martha E. Twigg as the survivor.

The saw timber and chestnut oak bark growing on and all the minerals underlying Mosqua Second Part are reserved in earlier deeds.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said Mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said Mortgagor, he heirs, executors, administrators, or assigns does and shall pay to the said Mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on her part to be performed, then this Mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this Mortgage if the said Mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the Mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed

In the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the Mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments, and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said Mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the Mortgagee as additional security, and the Mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the Mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this Mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors or assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the Court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent to the party selling or making said sale, and in case said property, is advertised, under the power herein contained, and no sale thereof made, that in that event the party's advertising shall be paid all expenses incurred and

one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said Mortgagor, her heirs, personal representatives or assigns.

AND the said Mortgagor does further covenant to insure forthwith, and pending the existence of this Mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least Three Thousand (\$3,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties hereto.

WITNESS, the hand and seal of the said Mortgagor.

WITNESS:

Martha E. Tiwgg (SEAL)
MARTHA E. TIWGG

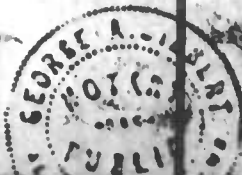
George A. Liberty
STATE OF MARYLAND

COUNTY OF ALLEGANY

TO WIT:

I HEREBY CERTIFY, That on this 4th day of October, 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for the County aforesaid, personally appeared Martha E. Tiwgg, and she acknowledged the foregoing mortgage to be her act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named Mortgagee and made oath in due form of law, that the consideration in said Mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF, I have hereto set my hand and placed my Notarial Seal the day and year above written.



George A. Liberty
NOTARY PUBLIC

FILED AND RECORDED OCTOBER 5th 1954 at 2:15 P.M.

This Mortgage, Made this 5th day of October ~~September~~ in the year nineteen hundred and fifty-four, by and between

Allegany County Historical Society, Inc.
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,
Witnesseth:

Whereas, the said

Allegany County Historical Society, Inc.

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Three Thousand (\$3,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on December 31, 1954.

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Allegany County Historical Society, Inc.

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot of ground situate in the City of Cumberland, Allegany County, Maryland, and being all that part of Lot No. 60 as laid off on the plat of Cumberland on the West side of Wills Creek, and more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the South side of Washington Street with the West side of Spruce Alley and running thence with the West side of Spruce Alley, South 9 degrees West 165 feet 4 inches to a private alleyway back of the stable, on said lot, then with the Southern wall of the said stable, on the property hereby conveyed, 29 feet 6 inches, then with the Westerly wall of said stable 6 feet 4 inches, then by a line parallel with Washington Street, North 81 degrees West 52½ feet to the Eastern line of the lot conveyed by Helen Gordon and Kate E. Gordon to Robert H. Gordon and then with said line and parallel with said Spruce Alley to Washington Street, North 9 degrees East 159 feet to a point distant 82 feet on a line drawn North 81 degrees West from the place of beginning, then by a straight line, South 81 degrees East to the place of beginning.

It being the same property which was conveyed unto the said Allegany County Historical Society, Inc. by George L. Buchanan, sole surviving Executor of the Estate of Elizabeth H. Roberts, by deed dated the 30th day of September, 1954, and to be duly filed for record among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms, of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, ~~XXXXXXXXXXXXXXXXXXXXXXXXXXXX~~ the signature of
President of Allegany Historical Society and the Corporate Seal

hereto attached all duly attested to by
its Secretary on the day and year above written.



Charles P. Simpson
Secretary

ALLEGANY COUNTY HISTORICAL SOCIETY,
INC.
By *Ruth L. Clason*
President

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 5th day of October in the year nineteen
hundred and fifty-four before me, the subscriber, a Notary Public of the
State of Maryland in and for the county aforesaid, personally appeared

President of Allegany County Historical Society, Inc.
and acknowledged, the foregoing mortgage to be its act and
deed; and at the same time, before me, also personally appeared Charles A. Piper
President of The Liberty Trust Company, the within named mortgagee and made oath in due form
of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the
said Charles A. Piper
did further, in like manner, make oath that he is the President, and agent or attorney for said
corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year
above written.



James M. Soley
Notary Public

FILED AND RECORDED OCTOBER 6th 1954 at 1:50 P.M.

This Mortgage, Made this 5th day of September
in the year Nineteen Hundred and Fifty-four, by and between

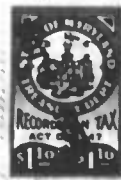
Richard G. Clingerman and Mernie E. Clingerman, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

Ward Raymond Ziler

of Allegany County, in the State of Maryland
part of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said



party of the second part in the just and full sum of ONE THOUSAND DOLLARS (\$1000.00) payable two (2) years after date with interest from date at the rate of six (6%) per cent per annum, payable semi-annually, as it accrues.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All that certain tract of land lying on the East side of the McMullen Highway, near Danville, in Allegany County, Maryland, and beginning for the same at a post in the second original line of the tract of which this is a part, where the same intersects the East boundary line of the McMullen Highway (U. S. Route No. 220) and running thence with a fence, reversing a portion of said line by original call, South 44 degrees 33 minutes East 400 feet to an iron stake in said line; thence making new division line (continued vernier readings) South 44 degrees West 150 feet to another iron stake; thence North 44 degrees West 150 feet to another iron stake; thence North 44 degrees 33 minutes West 400 feet to another iron stake in the road line first above mentioned; thence with said line North 44 degrees East 150 feet to the place of beginning, containing 1.35 acres by calculation. It being the same property conveyed to the said parties of the first part by Lewis E. Harris and wife, by deed dated May 19, 1954, and recorded among the Land Records of Allegany County, in Liber No. 259, folio 156, to which deed reference is hereby made.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, his

executor, administrator or assigns, the aforesaid sum of

ONE THOUSAND DOLLARS (\$1000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

party of the second part, his _____

heirs, executors, administrators and assigns, or Morris Baron
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said _____

parties of the first part, their _____ heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their _____ representatives, heirs or assigns.

And the said _____ parties of the first part _____

_____ further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or _____ his _____ assigns, the improvements on the hereby mortgaged land to the amount of at least

(\$1000.00) _____ Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, _____ his _____ heirs or assigns, to the extent of _____ his or their _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors

Attest:

Anna L. Ravenscroft

Richard O. Clingerman [SEAL]
Richard O. Clingerman
Mernie E. Clingerman [SEAL]
Mernie E. Clingerman

[SEAL]

[SEAL]



State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 5th day of September

in the year nineteen Hundred and Fifty-four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Richard O. Clingerman and Mernie E. Clingerman

and _____ acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared _____

Ward Raymond Ziler

the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Annie L. Ravenscroft
Notary Public

FILED AND RECORDED OCTOBER 6" 1954 at 12:35 P.M.

This Mortgage, Made this 6th day of October
in the year Nineteen Hundred and fifty four, by and between
REGINA M. MARTZ (widow)

of Allegany County, in the State of Maryland
part Y of the first part, and

EDWARD P. MARTZ and PAULINE E. MARTZ, his wife,

of Allegany County, in the State of Maryland
part 1st of the second part, WITNESSETH:

Whereas, The party of the first part is indebted unto the parties of the second part in the full and just sum of Seven Thousand Dollars (\$7,000.00), this day loaned the party of the first part, which principal sum, with interest at 5% per annum, is to be repaid by the party of the first part to the parties of the second part in payments of not less than Seventy-five Dollars (\$75.00) per month, said payments to be applied first to interest and the balance to principal. The first of said monthly payments to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said

parties of the second part, their

heirs and assigns, the following property, to-wit:



ALL that tract or parcel of land situated on the east side of the State Road, formerly called the Baltimore Turnpike, in District No. 21, above five miles eastwardly of the City of Cumberland, in Allegany County, Maryland, and particularly described as follows, to wit:

BEGINNING for the same at an iron stake standing on the east bank of the State Road, formerly called the Baltimore Turnpike, at the end of one hundred and sixty-six feet and five inches on a line drawn north sixty-two degrees and thirty minutes east from the northeast head wall of the concrete culvert across said road, (said culvert being almost opposite Thomas S. Perdeu's dwelling house),

and running thence along the north side of the Johnson County Road, south thirty-three degrees and fifteen minutes east thirteen perches and two links, to an iron stake at the corner of Thomas S. Perdeu's land, it being also at the end of seven and one-half perches on a line drawn north sixty-six and three-fourths degrees east from the northeast corner of said Perdeu dwelling house, and running thence with part of the fifth line of said Perdeu land, north fifty-six degrees and forty-five minutes east thirty-six perches to an iron stake, thence leaving said Perdeu land, north twenty-nine degrees west seventeen and one-half perches with the division fence between the tracts hereby conveyed and the Thomas L. Hinkle farm, to an iron stake standing in the east side of the State Road, then with the east side of the State Road, south fifty degrees west thirty-seven perches and two links to the place of beginning, containing three acres, more or less.

BEING the same property which was conveyed to the party of the first part by Therese Billings (widow) by deed dated March 18, 1940, and recorded among the Land Records of Allegany County in Liber No. 186, folio 64. (The said Regina M. Martz, the mortgagee, is named as "Regina Martz" in that deed.)

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part,

her heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their heirs,

executor S, administratorS or assigns, the aforesaid sum of _____

Seven Thousand (\$7,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

party of the first part

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said _____

parties of the second part, their

heirs, executors, administrators and assigns, or William M. Somerville, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,

and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, her heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

Seven Thousand (\$7,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor.

Attest:

[Signature]

[Signature]
Regina M. Martz

[SEAL]

[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 6th day of October, in the year Nineteen Hundred and - Four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared REGINA M. MARTZ (widow)

and acknowledged the foregoing mortgage to be her act and deed; and at the same time before me also personally appeared

Edward P. Martz, one of the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]

Notary Public.



For Assignment See Next Page

Cumberland, Maryland, Oct 6th, 1954

FOR VALUE RECEIVED, we hereby assign the within and afore-going mortgage to The Second National Bank of Cumberland, Cumberland, Maryland.

WITNESS our hands and seals this day and year above written.

Witness:

H. Moore
H. Moore

Edward P. Martz (SEAL)
Edward P. Martz

Pauline E. Martz (SEAL)
Pauline E. Martz

10/6/54

FILED AND RECORDED OCTOBER 6th 1954 at 1:55 P.M.

purchase money

This Mortgage. Made this 5TH day of OCTOBER in the

year Nineteen Hundred and fifty-four by and between

Loy W. Hartman and Florence V. Hartman, his wife,

of Allegany County, in the State of Maryland, part 12 of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eight Thousand Three Hundred Seventy & 00/100 - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 6 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-two & 95/100 - - - - - (\$52.95) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-

ing described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the easterly side of Winchester Road in Election District No. 29 of Allegany County, Maryland, known and designated as lots Nos. 67 and 68 on the plat of the "Lands of Lewis Heire and Lewis First Addition, Winchester Road," which plat is filed among the Land Records of Allegany County, Maryland, in Map Case Box No. 145 which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the easterly side of the Winchester Road at the point of division between lots Nos. 66 and 67 as shown on said plat and then running from said beginning point along the easterly side of Winchester Road North 1 degree West 100 feet, then on the division line between Lots Nos. 68 and 69 in said addition North 89 degrees East 500 feet to a stake, then South 14 $\frac{1}{2}$ degrees West 104 feet to a point on the division line between said lots Nos. 66 and 67, and then along the division line between Lots Nos. 66 and 67 South 89 degrees West 532 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Carlton W. Kissner and Anna P. Kissner, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Excepting therefrom that small strip of land approximately 10 feet in width which was conveyed by Carlton W. Kissner and Anna P. Kissner, his wife, unto the State Roads Commission by deed dated July 22, 1953, which is recorded in Liber No. 251, folio 588 one of the Land Records of Allegany County, Maryland, for the purpose of widening and straightening out Winchester Road.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant, generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple

title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eight Thousand Three Hundred Seventy & 00/100 - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage. And at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly instalments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Hartman

Loy W. Hartman [SEAL]
Loy W. Hartman
Florence V. Hartman [SEAL]
Florence V. Hartman [SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 5TH day of OCTOBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared

Loy W. Hartman and Florence V. Hartman, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
 and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
 agent for the within named mortgagee and made oath in due form of law, that the consideration
 in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
 of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
 Notary Public.

FILED AND RECORDED OCTOBER 6th 1954 at 2:20 P.M.

PURCHASE MONEY MORTGAGE OF REAL AND PERSONAL PROPERTY
 This ~~Mortgage~~ Made this 5TH day of October

in the year Nineteen Hundred and Fifty-four, by and between

McClellan S. Riggleman and Mary M. Riggleman, his wife,
 of Allegany County, in the State of Maryland, parties of
 the first part, and Abe Feldstein

of Allegany County, in the State of Maryland
 party ~~of the first part~~ ^{second} of the ~~first~~ part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
 a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
 of business in Cumberland, Allegany County, Maryland, party of the ~~first~~ ^{third} part, WITNESSETH:

Whereas, the said McClellan S. Riggleman and Mary M. Riggleman,
his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
 and full sum of Four Thousand and no/100
 Dollars (\$ 4,000.00), to be paid with interest at the rate of six per cent (6%) per
 annum, to be computed monthly on unpaid balances, in payments of at least

Fifty & no/100 Dollars (\$ 50.00) per month ^{including} ~~plus~~ interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said McClellan S. Riggleman and Mary

M. Riggleman, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

FIRST: All that certain lot of land lying and being in Westernport, Allegany County, Maryland, in Hammond's Addition to the Town of Westernport, known as Lot Number Four (No. 4) in said addition and described as follows:

BEGINNING for the same at the end of the first line of Lot No. 3, and running with Front Street, North 33 degrees East 50 feet to Johnson Street, and with it North 57 degrees West 130 feet; thence South 33 degrees West 50 feet; thence South 57 degrees East 130 feet to the beginning.

It being the same property which was conveyed unto the said McClellan S. Riggleman and Mary M. Riggleman, his wife, by Edna Moses, widow, et al, by deed dated the 20th day of August, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

SECOND: One 1951 Ford Sedan, Serial No. 98BA-139811, Maryland Title No. T F-39835

It is expressly understood and agreed by and between the parties hereto that when the mortgage indebtedness hereby incurred shall have been reduced by \$500.00, the said Mortgagors herein shall be entitled to a partial release of said mortgage covering the encumbrance against the above described motor vehicle.

The said party of the second part has joined in this mortgage for the purpose of securing and guaranteeing to the said party of the third part, the re-payment by the said parties of the first part of the entire mortgage indebtedness hereby secured.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said McClellan S. Riggleman and Mary M. Riggleman, his wife, their

heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Four Thousand and no/100----- Dollars (\$ 4,000.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

McClellan S. Riggleman and Mary M. Riggleman, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said McClellan S. Riggleman and Mary M.

Riggleman, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,

then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said McClellan S. Riggleman

and Mary M. Riggleman, his wife, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission

shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said McClellan S. Riggleman and Mary M. Riggleman, his

wife, further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Four Thousand-----Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of the said mortgagor and the said party of the second part.

Attest:

Ethel McCarty
Ethel McCarty

McClellan S. Riggleman
McClellan S. Riggleman [SEAL]
Mary M. Riggleman [SEAL]
Mary M. Riggleman
Abe Feldstein [SEAL]

State of Maryland,
Allegany County, to wit:

I hereby certify, That on this 6th day of October
in the year Nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

McClellan S. Riggleman and Mary M. Riggleman, his wife,
and Abe Feldstein

and they acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is
Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Ethel McCarty

Notary Public.

FILED AND RECORDED OCTOBER 6th 1954 at 3:00 P.M.

This Mortgage, Made this 6th day of ~~OCTOBER~~
~~September~~ in the year nineteen hundred and fifty-four, by and between

Arthur W. German and Clara Louise German, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Arthur W. German and Clara Louise German, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Fifteen Thousand Seven Hundred Fifty (\$15,750.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on December 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY
FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A
PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Arthur W. German and Clara Louise German, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of land situate, lying and being along
the Northerly side of Camden Avenue in the City of Cumberland, Alle-
gany County, Maryland, and which said lot is described as follows,
to-wit:

BEGINNING for the same at a point along the Northerly side of

Camden Avenue at the end of the first line of that part of the whole property which was conveyed by Henry W. Schaidt and wife to James H. Hill and wife by deed dated March 15, 1940, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 186, folio 52, and running thence with and along the Northerly side of Camden Avenue and reversing part of the second line of the whole property which was conveyed by J. W. Scott Cochrane to Henry W. Schaidt by deed dated the 12th day of October, 1919, and recorded among the aforesaid Land Records in Liber No. 129, folio 67, North 66 degrees 20 minutes East 75 feet, thence crossing the whole property with a line parallel to the third line of the whole property, North 19 degrees 30 minutes West 77-7/10 feet to a point on the fourth line of the whole property and reversing part of said fourth line, South 70 degrees 30 minutes West 74-8/10 feet to the end of the second line of the above mentioned property, conveyed to James H. Hill, thence reversing said second line of the Hill property, South 19 degrees 30 minutes East 83-2/10 feet to the place of beginning.

ALSO: All that piece or parcel of land lying and being in the limits of the City of Cumberland, Allegany County, State of Maryland, and particularly described as follows:

BEGINNING on the North side of Camden Avenue at the Southeast corner of the lot conveyed to John F. Schaidt, and Mary S. Schaidt, his wife, by deed dated May 27, 1947, and recorded in Liber 215, folio 22, one of the Land Records of Allegany County, it also being at the end of the first line of said deed, and running thence with said Camden Avenue, North 66 degrees 20 minutes East 75 feet, thence North 19 degrees 30 minutes West 70 feet to the fourth line of the description in the deed from Henry W. Schaidt to Ida A. Schaidt, dated April 6, 1943, and recorded in Liber 196, folio 18, one of the Land Records, and reversing said line, South 70 degrees 30 minutes West 75 feet to the end of the second line in said deed to John F. Schaidt, et ux, and reversing said line, South 19 degrees 30 minutes East 72 feet to the point of beginning. All references being to Magnetic North as of the year 1940.

It being the same property which was conveyed unto the said Mortgagees by Robert W. Richardson and Mary W. Richardson, his wife, by deed dated the 2nd day of September, 1954, and to be duly filed for record among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Fifteen Thousand Seven Hundred Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and

these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Fifteen Thousand Seven Hundred Fifty Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Arthur W. German (SEAL)
Arthur W. German

Thomas L. Keach

Clara Louise German (SEAL)
Clara Louise German

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

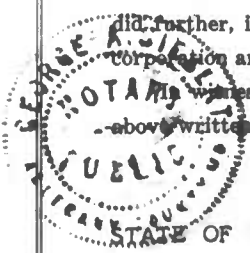
I hereby Certify, that on this 6th day of OCTOBER in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the

State of Maryland in and for the county aforesaid, personally appeared

~~and at the same time before me, personally appeared~~ Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

Witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.



Heard S. Siebert
Notary Public

STATE OF NEW YORK: NEW YORK COUNTY, TO WIT:

I hereby certify that on this 5th day of October, in the year nineteen hundred and fifty-four, before me, the subscriber, a Notary Public of the State of New York, in and for the County of New York, personally appeared ARTHUR W. GERMAN and CLARA LOUISE GERMAN, his wife, and severally acknowledged the foregoing mortgage to be their act.

WITNESS my hand and notarial seal the day and year last above written.



Bernard D. Berger
Bernard D. Berger, Notary Public

Notary Public, State of New York
Qualified in New York County
My Comm. Expires March 20, 1955

FILED AND RECORDED OCTOBER 6th 1954 at 3:30 P.M.

This Mortgage, Made this 6th day of October
in the year Nineteen Hundred and Fifty-four, by and between

Mahlon H. Burgess and Hale C. Burgess, his wife,

of Mineral County, in the State of West Virginia
part 1st of the first part, and

First National Bank of Cumberland, a national banking
corporation with its principal place of business in
Cumberland,

of Allegany County, in the State of Maryland
part 2^d of the second part, WITNESSETH:

Whereas, the said parties of the first part are indebted unto the party of the second part in the full and just sum of Ten Thousand Dollars (\$10,00.00) with interest at the rate of six (6%) per annum computed monthly on unpaid balances, said indebtedness to be amortized over a 10 year period by the payment of at least Eighty-four Dollars and Thirty-eight Cents (\$84.38) per month, the first monthly payment being due and payable one month from the date of these presents, said monthly payment being first applied to the accrued interest and the balance to the principal, the entire unpaid principal, together with the interest due thereon, to become due and payable 10 years from the date of this mortgage, to secure which said principal together with the interest accruing thereon these presents are executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Mahlon H. Burgess and Hale C.

Burgess, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said

First National Bank of Cumberland, its successors

and assigns, the following property, to-wit:

All those three lots, pieces or parcels of ground located in the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 1, 2 and 3, Block No. 37, on the plat of Johnson Heights Addition, which is recorded in Liber 1, folio 42, one of the



Flat Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at the intersection of the southerly side of Williams Street with the easterly side of Greenway Avenue, and running then with the southerly side of Williams Street North 75 degrees 20 minutes East 95 feet to the dividing line between Lots Nos. 3 and 4 of said block in said addition, then with said dividing line South 1 $\frac{1}{2}$ degrees 40 minutes East 130 feet to an alley, then with said alley South 75 degrees 20 minutes West 124.65 feet to the easterly side of Greenway Avenue, and then with said side of said avenue North 01 degree 50 minutes West 133.33 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of James H. Read and Olive Read, his wife, dated March 22, 1945, which is recorded in Liber 203, folio 296, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Mahlon H. Burgess and Hale C. Burgess, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said First National Bank of Cumberland, its successors ~~executors, administrators~~ or assigns, the aforesaid sum of

Ten Thousand (\$10,000.00) Dollars-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Mahlon H. Burgess and Hale C. Burgess, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Mahlon H. Burgess and Hale C.

Burgess, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Mahlon H.

Burgess and Hale C. Burgess, his wife, their

heirs, executors, administrators and assigns, or Harry I. Stagmaier his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,

to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Mahlon H. Burgess and Hale C. Burgess, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Mahlon H. Burgess and Hale C. Burgess, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least Ten Thousand (\$10,000.00)-----Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

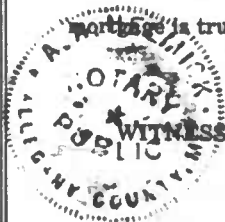
Witness, the hand and seal of said mortgagors.

Attest:

A. A. Helmick Mahlon H. Burgess [SEAL]
A. A. Helmick Hale C. Burgess [SEAL]

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 6th day of October in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared Mahlon H. Burgess and Hale C. Burgess, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Albert W. Tindal, President of the First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

A. A. Helmick
 Notary Public.
 My Commission expires May 2, 1955

Comptroller of the Treasury
To the Hon. Sh. Lepp, Atty. Gen.
Treas. of the State

LIBER 307 PAGE 448

FILED AND RECORDED OCTOBER 7th 1954 at 12:30 P.M.

This Mortgage, Made this 6th day of OCTOBER in the
year Nineteen Hundred and fifty-four by and between
James M. Armstrong and Catherine A. Armstrong, his wife,

_____ of Allegany County, in the State of Maryland, part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighty-nine Hundred & 00/100 - - - - (\$8900.00) - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Sixty-one & 23/100 - - - - (\$61.23) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot or parcel of land bordering on the northwesterly side of McMullen Highway near Rawlings, Allegany County, Maryland, known as Lot No. 2, as shown on a plat of five lots, laid out on that part of the property known as Division No. 4 as set out in a deed from John H. Loar, et ux, to John M. Armstrong and Clement R. Armstrong, dated April 25, 1921, and recorded among the Land Records of Allegany County, in Liber 139, folio 372, a plat of which lots is recorded in Map Case Box No. 149, one of the Land Records of Allegany County, Maryland, which said lot is more particularly described as follows, to-wit:

Beginning at a point on the northwesterly side of McMullen Highway at the end of the third line of Lot No. 1 as shown on said plat and as described in a deed from Ella F. Armstrong et al to John R. Armstrong et ux, dated March 25, 1946, which is recorded in Liber 209, folio 110 one of the Land Records of Allegany County, Maryland, said point of beginning being North 40 degrees 25 minutes East 60 feet from the intersection with said McMullen Highway of the first line of Division No. 4 as set out in a deed from John H. Loar, et ux, to John M. Armstrong and Clement R. Armstrong, dated April 25, 1921, and

recorded among the Land Records of Allegany County, Liber 139, folio 372, and running for the first line of said Lot No. 2, which line is the third line of Lot No. 1 reversed, North 49 degrees 35 minutes West 300 feet to the end of the second line of Lot No. 1, then North 40 degrees 25 minutes East 60 feet, then South 49 degrees 35 minutes East 300 feet to the McMullen Highway, then with said Highway, South 40 degrees 25 minutes West 60 feet to the point of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Etta F. Armstrong et al, dated the 25th day of March, 1946, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 209, folio 108.

Excepting however, a strip of land approximately 10 feet in width in front of said property which was conveyed by James M. Armstrong et ux, to the State Roads Commission by deed dated January 19, 1951, recorded in Liber 232, folio 488 one of the Land Records of Allegany County, Maryland, for the purpose of straightening and widening McMullen Highway.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered,

at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-nine Hundred & 00/100 - - - (\$8900.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

James M. Armstrong [SEAL]
James M. Armstrong
Catherine A. Armstrong [SEAL]
Catherine A. Armstrong

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 6TH day of OCTOBER

in the year nineteen Hundred and Fifty -FOUR, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

James M. Armstrong and Catherine A. Armstrong, his wife, the said mortgagors herein and ~~they~~ acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.



George W. Legge
Notary Public.

Compared and Vell d *James*
To *Matthew J. Muller, Jr.*
New York City

FILED AND RECORDED OCTOBER 7th 1954 at 2:45 P.M.

FOR RECORD

This Mortgage. Made this 14 day of October,
in the year Nineteen Hundred and Fifty -four, by and between

THOMAS L. JACOBSEN and DOROTHY M. JACOBSEN,
his wife,

of ALLEGANY County, in the State of Maryland,
parties of the first part, and WALTER A. JOHNSON,

of ALLEGANY County, in the State of Maryland,
part 2 of the second part, WITNESSETH:

Whereas, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of FOURTEEN HUNDRED AND FOURTEEN DOLLARS (\$1,414.00) with interest from date at the rate of four per cent (4%) per annum, payable one year after date to the order of the party of the second part, and which said sum of money together with the interest thereon as aforesaid the said parties of the first part covenant to pay as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, his

heirs and assigns, the following property, to-wit:

All that lot or parcel of land lying and being in the Town of Mount Savage, Allegany County, Maryland, and being Lot No. 20 of a series of lots laid off by Thomas Perry, Trustee of the Estate of Raphael Logsdon, deceased; the courses and distances of said lot being shown on a plat thereof as filed by said Trustee in

in Equity in the Circuit Court for Allegany County, Maryland.

IT BEING the same property conveyed by Walter A. [redacted], to the parties of the first part by deed dated the [redacted] day of October, 1954, and recorded among the Land Records of Allegany County, Maryland, at the same time as the recordation of these presents; said deed, though dated as above, was delivered at the same time as the delivery of this deed, both being part of one simultaneous transaction, the mortgage being given to secure a part of the purchase price of the property herein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said [redacted] of the second part, his [redacted] executed, administrators or assigns, the aforesaid sum of Fourteen Hundred Fourteen Dollars (\$1,414.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, his

heirs, executors, administrators and assigns, or Matthew J. Mullane, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said parties of the first part, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns,

And the said parties of the first part

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or _____ assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Hundred Dollars (\$1,500.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, _____ heirs or assigns, to the extent of _____ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seals of said mortgagors

Attest:

Thomas H. Gaughan [SEAL]
Thomas H. Gaughan
Dorothy M. Gaughan [SEAL]
Dorothy M. Gaughan [SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 24 day of October,
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
THOMAS P. GAUGHAN and DOROTHY M. GAUGHAN,
his wife,
and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared WALTER A. JOHNSON,
the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Matthew M. Gaughan
Notary Public.

Comptroller of the Treasury
Mortgage Mt. Savage Md.
Liber 307 Page 454

LIBER 307 PAGE 454

FILED AND RECORDED OCTOBER 7th 1954 at 2:45 P.M.

This Mortgage, Made this 29th day of September
in the year Nineteen Hundred and Fifty-four, by and between

THELMA L. HESS, widow,

of Allegany County, in the State of Maryland,

parties of the first part, and THE FIRST NATIONAL BANK OF MOUNT SAVAGE,
MARYLAND, a national banking corporation, having its principal office
in Mount Savage,

of Allegany County, in the State of Maryland,

part y of the second part, WITNESSETH:

Whereas, the party of the first part is justly and bona fide
indebted unto the said party of the second part in the full and just
sum of TWO THOUSAND DOLLARS (\$2,000.00), payable one year after date
to the order of the party of the second part, together with interest
thereon at the rate of six per cent (6%) per annum, payable semi-
annually, and which said sum of money together with the interest
thereon as aforesaid the said party of the first part covenants to pay
as and when the same shall be due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said party of the first part

do es give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, its successors and assigns,

~~xxxx and assigns~~ the following property, to-wit:

All that lot, piece or parcel of ground lying and
being in the Village of Mount Savage, Allegany County, Maryland, and
more particularly described as follows, to wit:

BEGINNING for the same at a stake standing on the
northerly side of the County Road at a point where the division line
between the Wilson G. Sweeney, et ux, property and the property herein
described intersects the same and running thence with said side of
said County Road and with the third and last line of a deed from John
A. Sweeney, et x, to Henry J. Sweeney, dated August 19, 1908, and re-
corded in Deeds Liber No. 193, folio 398, among the Land Records of
Allegany County, Maryland, North 80 degrees West 8 feet; thence con-
tinuing with said side of said County Road North 80 degrees 15 minutes
West 7.6 feet to stone No. 2; thence continuing with said side of said

County Road North 65 degrees 10 minutes West 58 feet to sone No. 3;
thence leaving said County Road North 24 degrees 55 minutes East
200 feet to Stone No. 4; thence South 65 degrees 5 minutes East
72.5 feet; thence South 25 degrees West 195.5 feet to the place of
beginning.

IT BEING the same property conveyed by Francis H.
Sweeney et al to Joseph J. Hess and Thelma L. Hess, his wife, by
deed dated January 15, 1949, and recorded among the Land Records
of Allegany County, Maryland, in Deed Liber No. 223, folio 705;
the said Joseph J. Hess having since departed this life and the
title to said property being vested in his surviving widow by
operation of law.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, her

heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors and assigns,
~~the aforesaid sum of Two Thousand Dollars~~
 (\$2,000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on her part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said party of the second part, its successors and assigns,

~~Matthew J. Mullaney, its~~
~~his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then~~

matured or not; and as to the balance, to pay it over to the said party of the first part, her heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, her representatives, heirs or assigns.

And the said party of the first part

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand Dollars (\$2,000.00) ~~Both~~

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its ~~that~~ lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagor

Attest:

Betty Blank

Thelma L. Hess [SEAL]
 Thelma L. Hess

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 29th day of September
in the year nineteen Hundred and Fifty -four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

THELMA L. HESS, widow,

and she _____ acknowledged the foregoing mortgage to be _____ her
act and deed; and at the same time before me also personally appeared RAYMOND L.

HILL L. WRIGHT, Cashier of The First National Bank of Mount Savage,
Maryland, the within named mortgagee, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth; and he further made oath in due
form of law that he is the Cashier of said bank and is duly authorized
to execute this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Betty Blank

Notary Public.

FILED AND RECORDED OCTOBER 7th 1954 at 3:15 P.M.

PURCHASE MONEY

This Mortgage, Made this 1st day of October
September
in the year Nineteen Hundred and fifty-four, by and between

MARIAN A. HENAGHAN and BERNARD J. HENAGHAN, her husband,

of Allegany County, in the State of Maryland,

parties of the first part, and FROSTBURG NATIONAL BANK, a national banking

corporation duly incorporated under the laws of the United States of America, with its
principal office in

of Frostburg, Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of Sixty-six Hundred Dollars (\$6600.00) payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party

of the second part, its successors and assigns, the following property, to-wit:

FIRST PARCEL:

ALL that piece or parcel of land situated in the Village of Parkersburg, near Eckhart Mines, in Allegany County, Maryland, and more particularly described as follows, to wit:

BEGINNING for the same at the beginning corner of the M. Twigg Lot, Liber 64, folio 634, and thence with the fourth and last line of said Lot reversed South 67 degrees 6 minutes East 150 feet; thence running South 21 degrees 44 minutes West 100 feet; to the end of the second line of the F. S. Deekens Lot, Liber 83, folio 384 and running thence with the said second line reversed North 67 degrees 6 minutes West 150 feet to the end of the first line of the F. S. Deekens Lot, thence with the County Road North 21 degrees 44 minutes East 100 feet to the beginning, containing one-third of an acre, more or less.

IT being the same property which was conveyed by Angela M. Hanna, et vir, et al, to the parties of the first part herein, by deed dated October 15, 1951, and recorded among the Land Records of Allegany County in Deeds Liber No. 236, folio 557.

SECOND PARCEL:

ALL the following described lot, piece or parcel of land situate, lying and being in Election District No. 24 in Allegany County, Maryland:

BEGINNING at the end of the first line of what was known as the David Walter Wright lot, and running along County Road North 31 degrees 30 minutes East 75 feet to a stake; thence South 67 degrees 30 minutes East 150 feet to a stake; thence South 31 degrees 30 minutes West 75 feet to a stake; thence North 67 degrees 30 minutes West 150 feet to the beginning, containing one and one-fourth (1-1/4) acres, more or less.

THIRD PARCEL:

All the following described lot, piece or parcel of land situate, lying and being in Election District No. 24 in or near the village of Parkersburg in Allegany County, Maryland, and being more particularly described as follows:

BEGINNING for same at the end of the first line of a deed from New York Mining Company to Moses A. Twigg, dated the 13th day of May, 1904, and recorded among the Land Records of Allegany County, Maryland, in Liber 94, folio 634, and running thence with the county road, North 24 degrees 40 minutes East 75 feet to the beginning of the former William Jenkins lot, and reversing the fourth and last line of said Jenkins lot, allowing for variation, South 66 degrees 50 minutes East 150 feet to the end of the third line of the said Jenkins lot; thence South 24 degrees 40 minutes West 75 feet to the end of the second line of said Moses A. Twigg lot; thence reversing said second line, North 66 degrees 50 minutes West 150 feet to the beginning, containing .26 acres.

FOURTH PARCEL:

All that lot, piece or parcel of ground lying and being in Election District No. 24 in the village of Parkersburg in Allegany County, Maryland, and known as Lot No. 5 of Porter's Addition to Parkerstown, Maryland, a plat of which addition

is recorded in Deeds Liber 138, folio 623 among the Land Records of Allegany County, Maryland, and which said lot is more particularly described as follows, to wit:

BEGINNING for the same at a point where the division line between Lots 4 and 5 intersects the easterly side of a 12 foot alley as is shown on said plat of Porter's Addition and running thence with said side of said alley, North 24 degrees 3 minutes East 150 feet; thence South 60 degrees East 313 feet to the westerly side of another alley; thence with said side of said last mentioned alley, South 23 degrees 15 minutes West 150 feet to the aforementioned division line between Lots 4 and 5; thence with the last mentioned division line North 60 degrees West 316.2 feet to the place of beginning.

Said second, third and fourth parcels are the same property conveyed by Angela M. Hanna et vir, et al to Marian A. Henaghan et vir by deed dated September , 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~executors or assigns~~ or assigns, the aforesaid sum of _____

- - - - - SIXTY-SIX HUNDRED and 00/100 DOLLARS (\$6600.00) - - - -
together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~heirs, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors and assigns, the improvements on the hereby mortgaged land to the amount of at least Sixty-six Hundred and 00/100 -- -- -- (\$6600.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Witness: as to both

Emma L. Simons
Emma L. Simons

Marian A. Henaghan [Seal]
MARIAN A. HENAGHAN

Bernard J. Henaghan [Seal]
BERNARD J. HENAGHAN

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 1st day of October
September,
in the year nineteen hundred and fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

Marian A. Henaghan and Bernard J. Henaghan, her husband,

and they acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,
Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is the
cashier of said Bank and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Emma L. Simons
Notary Public

FILED AND RECORDED OCTOBER 9th 1954 at 9:00 A.M.

PURCHASE MONEY

This Mortgage, Made this 8th day of October
in the year Nineteen Hundred and Fifty-four, by and between

Albert D. Hook and Edna Mabel Hook, his wife,

of Allegany County, in the State of Maryland
parties of the first part, and

Henry D. Diehl and Mary J. Diehl, his wife,

of Allegany County, in the State of Maryland
parties of the second part, WITNESSETH:

Whereas, the said parties of the first part stand indebted unto the said parties of the second part in the just and full sum of ONE THOUSAND DOLLARS (\$1000.00), payable unto the said parties of the second^{part} in monthly installments of not less than \$10.00 each and every month, with interest from date at the rate of six (6%) per annum to be computed on semi-annual balances, the first of said payments to be made one month after date, and thereafter each and every month on the same date until said principal and interest are fully paid. And this mortgage is given to secure the payment of the purchase money of the property hereinafter described.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground situate, lying and being in Election District No. 13, in the Town of Mount Savage, Allegany County, Maryland, and particularly described in a deed from Wilbur E. Lashbaugh and Dorothy Janet Lashbaugh, his wife, to the said parties of the first part bearing even date herewith and to be recorded simultaneously with these presents among the Land Records of Allegany County, to which deed especial reference is hereby made, for a more full and particular description of the property hereby conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their

heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their

executors, administrators or assigns, the aforesaid sum of

ONE THOUSAND (\$1000.00)

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be

performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

parties of the second part, their

heirs, executors, administrators and assigns, or Morris Baron his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their assigns, the improvements on the hereby mortgaged land to the amount of at least

One thousand Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors

Attest:

As to both;

Morris Baron
Morris Baron

Albert D. Hook [SEAL]
Albert D. Hook

Edna Mabel Hook [SEAL]
Edna Mabel Hook

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 8th day of October
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
Justice of the Peace
a Notary Public of the State of Maryland, in and for said County, personally appeared
Albert D. Hook and Mina Mabel Hook, his wife,
and _____ acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared _____
Henry D. Diehl, one of
the within named mortgagees, and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

X

Wm. Baron J. P.
Notary Public.

Commenced and Mailed *Record*
to *Mt. Pleasant*
Nov 2

FILED AND RECORDED OCTOBER 9th 1954 at 9:30 A.M.

This Mortgage, Made this 8th day of October
in the year Nineteen Hundred and Fifty-four, by and between

Joseph L. Kasekamp and Mary Jane Kasekamp, his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said **Joseph L. Kasekamp and Mary Jane Kasekamp,**
his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Twenty-Six Hundred and no/100
Dollars (\$ 2600.00), to be paid with interest at the rate of six per cent (6 %) per



annum, to be computed monthly on unpaid balances, in payments of at least Twenty & no/100 Dollars (\$ 20.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1915, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Joseph L. Kasekamp and Mary Jane Kasekamp, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot, piece or parcel of ground lying and being in Election District No. 2, in Allegany County, Maryland, and known as a part of "Melley's Resurvey on New Cumnock", and more particularly described as follows:

BEGINNING at a steel stake on the Northwesternly margin of the Uhl Highway 30 feet from the center thereof and 3 feet Southeast of a hickory tree, at the end of a reference line drawn South 50½ degrees West 725 feet from the end of the 61st line of the whole tract of which this parcel is a part, marked by a steel stake on the East bank of a small run entering a culvert under the said Uhl Highway, and running thence by the aforesaid margin of said Uhl Highway South 48 degrees West 208.6 feet to a steel stake; thence leaving said Uhl Highway North 42 degrees West 208.6 feet to a steel stake; thence North 48 degrees East 208.6 feet to a steel stake, and thence South 42 degrees East 208.6 feet to the beginning; containing one acre, more or less.

It being the same property which was conveyed unto the said Joseph L. Kasekamp and Mary Jane Kasekamp, his wife, by Curtis Mathew Crider and Betty Jane Crider, his wife, by deed dated January 22nd, 1952, and recorded in Liber 237, folio 499, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Joseph L. Kasekamp and Mary Jane Kasekamp, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Twenty-Six Hundred and no/100 Dollars (\$ 2600.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Joseph L. Kasekamp and Mary Jane Kasekamp, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Joseph L. Kasekamp and Mary Jane

Kasekamp, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,

and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Joseph L. Kasekamp and Mary Jane Kasekamp, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said Joseph L. Kasekamp and Mary Jane Kasekamp, his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Twenty-Six Hundred----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of the said mortgagors

Attest:

Ethel McCarty Joseph L. Kasekamp [SEAL]
Joseph L. Kasekamp
Mary Jane Kasekamp [SEAL]
Mary Jane Kasekamp

State of Maryland,
Allegany County, to wit:

I hereby certify, That on this 8th day of October in the year Nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph L. Kasekamp and Mary Jane Kasekamp, his wife,

and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Ethel McCarty
Notary Public.

FILED AND RECORDED OCTOBER 8th 1954 at 9:00 A.M.

PURCHASE MONEY

This Mortgage, Made this 6th day of October
in the year Nineteen Hundred and fifty-four, by and between

- - - - -VIRGIL LEE BUSKIRK and THERESA JUNE BUSKIRK, his wife- - - - -

of Allegany County, in the State of Maryland
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, having its principal office in

~~xx~~ Frostburg, Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted
unto the said party of the second part, its successors and assigns,
in the full sum of

FIFTY-NINE HUNDRED- - - - -00/100 DOLLARS (\$5900.00)

with interest from date at the rate of four and one-half per centum
(4½%) per annum on the unpaid principal until paid, said principal
and interest being payable at the Frostburg National Bank, Frostburg,
Maryland, in 156 monthly installments of \$50.03, payable on the 6th
day of each and every month after the date hereof until the principal
and interest aforesaid are fully paid, as evidenced by the joint and
several promissory note of the parties of the first part payable to
the order of the party of the second part of even date and tenor
herewith, which said indebtedness, together with the interest as
aforesaid, the said parties of the first part hereby covenant to pay
to the said party of the second part, its successors and assigns, as
and when the same is due and payable. The parties of the first part
shall have the privilege of paying off this indebtedness, together
with interest as aforesaid to the date of said payment, at any time.

And the said parties of the first part covenant and agree to pay
to the said party of the second part, in addition to the said payments
above set forth, a sum equal to the premiums that will next become due
and payable on policies of fire or other hazard insurance covering the
mortgaged property, plus taxes and assessments next due on the mort-
gaged property (as estimated by the party of the second part) less all
sums already paid therefor divided by the number of months to elapse
before one month prior to the date when such premiums, taxes and
assessments will become delinquent, such sums to be held in trust by
the party of the second part, for the payment of such premiums, taxes
or assessments.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, its successors ~~and assigns~~ and assigns, the following property, to-wit:

ALL those two pieces or parcels of land, situated, lying and being near the village of Borden Shaft, Allegany County, Maryland, and described as follows:

LOT NO. 1: BEGINNING at the end of the second line of John Lindsay's lot and running thence with the point of the needle North twenty-five degrees East one hundred twenty-two feet to a peg; thence North fifty-six degrees West two hundred fifty feet to a large white oak tree marked with 6 notches; thence with the line of the County Road, South seventeen and one-half degrees West one hundred twenty-five feet to the end of the third line of John Lindsay's lot; thence reversing said line South sixty-five degrees East two hundred thirty-four feet to the beginning.

LOT NO. 2: BEGINNING at the end of the first line of John Lindsay's lot and running thence at the point of the needle North eighty-eight and one-half degrees East two hundred nineteen feet to a peg; thence North fifty-nine degrees East one hundred fifty-three feet to a large post; thence North sixty-five degrees West two hundred eighty-three and one-half feet to the end of the first line of Lot No. 1; thence with said line and the second line of John Lindsay's lot reversed South twenty-five degrees West two hundred twenty-two feet to the beginning.

IT being the same property which was conveyed by William P. Reed and wife to the parties of the first part herein by deed of even date herewith and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage.

THIS MORTGAGE SECURES PART OF THE PURCHASE PRICE OF THE PROPERTY HEREINBEFORE DESCRIBED AND IS A PURCHASE MONEY MORTGAGE.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors ~~executors, administrators~~ or assigns, the aforesaid sum of FIFTY-NINE HUNDRED- - - - -00/100 DOLLARS (\$5900.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least FIFTY-NINE HUNDRED - - - -00/100 (\$5900.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heir~~ assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

David R. Willets
DAVID R. WILLETS

Virgil Lee Buskirk [Seal]
VIRGIL LEE BUSKIRK

David R. Willets
DAVID R. WILLETS

Theresa June Buskirk [Seal]
THERESA JUNE BUSKIRK

State of Maryland.
Allegany County, to-wit:

I hereby certify. That on this 6th day of October
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
- - - - VIRGIL LEE BUSKIRK and THERESA JUNE BUSKIRK, his wife - - -
and each acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared F. EARL KREITZBURG,
Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said F. Earl Kreitzburg further made oath that he is the Cashier and agent of the within named mortgagee and duly authorized by it to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Ruth H. Todd
RUTH H. TODD Notary Public

FILED AND RECORDED OCTOBER 8th 1954 at 10:10 A.M.

This Mortgage, Made this 7th day of OCTOBER in the
year Nineteen Hundred and fifty-four by and between
Julia W. Morris, single, and Elizabeth Virginia Morris,
single,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Twenty-six Hundred & 00/100 - - - (\$2600.00) - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty-eight & 21/100 - - (\$28.21) - - - Dollars
on or before the first day of each and every month from the date hereof, until the whole of said
principal sum and interest shall be paid, which interest shall be computed by the calendar month,
and the said installment payment may be applied by the mortgagee in the following order: (1) to
the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges
of every nature and description, ground rent, fire and tornado insurance premiums and other
charges affecting the hereinafter described premises, and (3) towards the payment of the afore-
said principal sum. The due execution of this mortgage having been a condition precedent to the
granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey,
release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the follow-
ing described property, to-wit:

All that lot or parcel of ground situated, lying and being
at the intersection of the westerly side of Maryland Avenue with
the northerly side of Williams Street, in the City of Cumberland,
Allegany County, Maryland, and particularly described as follows,
to-wit:

Beginning for the same at a point on the westerly side of
Maryland Avenue standing 49 feet on the second line of a parcel of
ground conveyed by Richard D. Johnson, et al., to Louise Morris, by a
deed dated December 7, 1892, and recorded in Liber 74, folio 20, one
of the Land Records of Allegany County, Maryland; then by a line perpen-
dicular to Maryland Avenue, North 81 degrees 20 minutes West (Magnetic
bearings as of the original deed and with horizontal measurements) 51
feet to intersect the easterly side of a passage way 8 feet wide directly
west of the brick store and dwelling standing on the lot hereby conveyed
(which passage way is specifically mentioned in a certain deed from Sarah
A. Stout, widow, to George W. Morris and Harry T. Morris, dated September
6, 1946, and intended to be recorded among the Land Records of Allegany
County, Maryland, and this description as well as the one contained in
that said deed is taken from an actual survey and plat of the property



made in 1946, by Ralph E. Wilson, Surveyor); then with the easterly side of said 8 foot passageway, in a southwesterly direction about 18 feet to a point on the northerly side of Williams Street measured North 49 degrees 10 minutes West 65 feet from the intersection of said side of Williams Street with the westerly side of Maryland Avenue; then with the northerly side of Williams Street, South 49 degrees 10 minutes East 65 feet to intersect the westerly side of Maryland Avenue; and then with said side of Maryland Avenue, North 8 degrees 40 minutes East 49 feet to the place of beginning.

Being the same property which was conveyed unto Sarah A. Stout, Julia W. Morris and Elizabeth V. Morris by deed of Lewis M. Wilson, Trustee, dated October 10, 1946, which is recorded in Liber No. 252, folio 32 one of the Land Records of Allegany County, Maryland, the said Sarah A. Stout now being deceased and her life estate ended and leaving Julia W. Morris and Elizabeth Virginia Morris as sole owners by operation of law.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

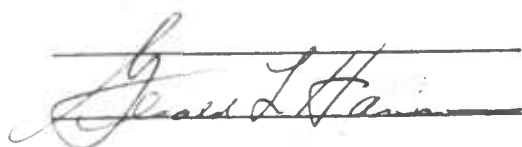
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-six Hundred & 00/100 - - - (\$2600.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

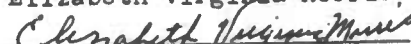
Witness, the hand and seal of said mortgagors.

Attest:



 [SEAL]
Julia W. Morris

[SEAL]
Elizabeth Virginia Morris,

 [SEAL]
Elizabeth Virginia Morris

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 7TH day of OCTOBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Julia W. Morris, single, and Elizabeth Virginia Morris,
single,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

Gerald L. Hansen
Notary Public.

FILED AND RECORDED OCTOBER 8th 1954 at 8:30 A.M.

This Mortgage, Made this 7th day of October
in the year Nineteen Hundred and Fifty-Four, by and between

REESE I. HARDMAN and VIRGINIA M. HARDMAN, his wife

of Allegheny County, in the State of Maryland
parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, TRUSTEE FOR ROSE HILL
CEMETERY ENDOWMENT FUND,

of Allegheny County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Sixty-five Hundred (\$6,500.00) Dollars, this day loaned the parties of the first part by the party of the second part, and which is to be repaid, with interest at 5% per annum, in payments of not less than Sixty-five (\$65.00) Dollars per month, said payments to be applied first to interest and the balance to principal. The first of said monthly payments to be due and payable one month from the date hereof, and to continue monthly until the amount of principal and interest is fully paid. Provided, however, that any balance of principal and interest remaining unpaid at the end of ten (10) years from the date hereof shall be then due and payable.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors

shere and assigns, the following property, to-wit:



ALL that piece or parcel of land known and designated as Lot No. 80 on the Plat of the Allegany County Improvement Company's National Highway Addition, situated about three miles westward of the City of Cumberland, in Allegany County, Maryland, which said plat is recorded among the Land Records of Allegany County, Maryland, said lot being described as follows:

BEGINNING for the same at the intersection formed by the Southeasterly side of "A" Street with the Southwesterly side of the 50-foot Street running from said "A" Street in a Southeasterly direction to "B" Street, said beginning point being also distant South

31 degrees 50 minutes West 56-3/10 feet from a planted stone on the Southeasterly side of said "A" Street, and on the line of Lot No. 79 of said Addition, and running thence with said "A" Street, South 31 degrees 50 minutes West 50 feet, thence at right angles to said "A" Street, South 58 degrees 10 minutes East 250 feet to the Northwesterly side of "B" Street, and with it North 31 degrees 50 minutes East 50 feet to the Southwesterly side of the aforementioned 50-foot street, connecting said "A" and "B" Streets, and with it North 58 degrees 10 minutes West 250 feet to the place of beginning.

BEING part of the same property which was conveyed to Reese Hardman and Lucille Hardman, his wife, by entirety, by Frank Boch, et ux., by deed dated August 31, 1944, and recorded among the Land Records of Allegany County in Liber No. 201, folio 273; the said Lucille Hardman being deceased, and the said Reese Hardman later having married his present wife, Virginia M. Hardman.

EXCEPTING, however, all that part of the above described property which was conveyed by Reese Hardman, et ux. to Charles S. Kopp, et ux., by deed dated the 5th day of August, 1947, and recorded among said Land Records in Liber No. 216, folio 413.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part,

their heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ or assigns, the aforesaid sum of _____

---- Sixty-five Hundred (\$6,500.00) Dollars ----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

parties of the first part

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said _____

party of the second part, its successors

~~XXXXXXXXXXXXXXXXXXXX~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty

days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least

----- Sixty-five Hundred (\$6,500.00) ----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

George E. North

George E. North

Reese I. Hardman [SEAL]
Reese I. Hardman

Virginia M. Hardman [SEAL]
Virginia M. Hardman

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this _____ day of _____ October _____ in the year Nineteen Hundred and _____ Fifty-four _____, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

REESE I. HARDMAN and VIRGINIA M. HARDMAN, his wife,

and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

John H. Mosner, Cashier of The Second National Bank of Cumberland, Trustee for Rose Hill Cemetery Endowment Fund, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Chas E. Sklar
Notary Public.



Commercial and Mortg. Sec. 104
T. Mtgee City
Nov 3 54

LIBER 307 PAGE 474

FILED AND RECORDED OCTOBER 8th 1954 at 2:00 P.M.

This Mortgage, Made this - - - - - 8th - - - - - day of
October, in the year nineteen hundred and Fifty Four, by and between
Lawrence E. Growden and Bernice M. Growden, his wife,

of Allegany County, State of Maryland, of the first part, hereinafter called Mortgagors, and
THE COMMERCIAL SAVINGS BANK OF CUMBERLAND, MARYLAND, a corporation duly
incorporated under the laws of Maryland, of the second part, hereinafter called Mortgagee,
Witnesseth:

Whereas, the said Mortgagors are justly and bona fide indebted unto the
said Mortgagee in the full and just sum of Four Thousand (\$4,000.00) Dollars, for which
they have given their promissory note of even date herewith payable on or before
three years after date with interest at the rate of 5% per annum in monthly pay-
ments on the principal and interest of not less than Fifty (\$50.00) Dollars.

And whereas, this mortgage shall also secure as of the date hereof, future advances made
at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the
aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would
make the mortgage debt exceed the original amount hereof, provided the full amount of any such
advance is used for paying the cost of any repair, alterations or improvements to the mortgaged
property, as provided by Chapter 923 of the Laws of Maryland passed at the January session in the
year 1945 or any Amendments thereto.

Now therefore, in consideration of the premises, and in order to secure the prompt payment
of the said indebtedness and any future advances as aforesaid, together with the interest thereon,
the said Mortgagors do bargain, sell, give, grant, convey, release and confirm unto the said
Mortgagee, its successors and assigns, the following property, to-wit: All that piece or parcel
of ground, situate, lying and being in Election District No. 21, in Allegany
County, Maryland, and being known as Lot No. 5 of Mauk's First Addition to the
City of Cumberland, Allegany County, Maryland, and being more particularly de-
scribed as follows, to-wit:

Beginning at the Southwest corner of Lot No. 6, of this
Mauk's First Addition to the City of Cumberland, and running thence by said lot,
South 53 degrees East 242.2 feet to a stake; thence by the Northwest margin of
Centre Lane, South 32-1/2 degrees West 73.5 feet to a stake; thence by Lot No. 4,
of said Addition, North 53 degrees West 248 feet to a stake; thence by the South-
east margin of the Bedford Road, North 35-3/4 degrees East 73.5 feet to the be-
ginning.

Being the same property conveyed by Henry L. Wagner et ux
to the said Lawrence E. Growden et ux by deed dated May 21, 1954, and recorded in
Liber No. 259, folio 48, one of the Land Records of Allegany County, Maryland.
Reference to said deed is hereby made for a further description.

To have and to hold the above described property unto the said Mortgagee, its successors
or assigns, together with the buildings and improvements thereon, all fixtures and articles of per-
sonal property now or at any time hereafter attached to or used in any way in connection with the
use, operation and occupation of the above described real estate, and the rights, roads, ways, waters,
privileges, and appurtenances thereunto belonging or in anywise appertaining, in fee simple forever.

Provided, that if the said Mortgagors, its, his, her, or their heirs, executors, administra-



tors, successors, or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors or assigns, the aforesaid sum of - - -Four Thousand (\$4,000.00)- - - - - dollars and the interest thereon in the manner and at the times as afore set out, and such future advances with interest thereon, as may be made as hereinbefore provided, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is agreed, that until default be made in the premises, the said Mortgagors may hold and possess the aforesaid property, upon paying, in the meantime, all taxes, assessments and public liens levied on said property and on the mortgage debt and interest hereby intended to be secured, and any lien, claim or charge against said premises which might take precedence over the lien of this mortgage; all which taxes, assessments, public liens, lien, claim, charge, mortgage debt and interest thereon, the said Mortgagors hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the said Mortgagors shall not pay all of said taxes, assessments, public liens, liens, claims and charges as and when the same become due and payable the said Mortgagee shall have the full legal right to pay the same, together with all interest, penalties and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said Mortgagee, its successors or assigns, or Wilbur V. Willson, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell at public sale the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, its, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland, which terms shall be at the discretion of party making said sale, and the proceeds arising from such sale to apply—first: To the payment of all expenses incident to such sale, including taxes, insurance premiums and a commission of eight per cent. to the party selling or making said sale, and if the property be advertised for default and no sale be made, one-half of said commissions shall be allowed and paid as costs, by the mortgagors, its, his, her or their representatives, heirs or assigns; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made as aforesaid, whether the same shall have then matured or not; and as to the balance, to pay it over to the said Mortgagors, its, his, her or their heirs or assigns.

And the said Mortgagors further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, its successors or assigns, the improvements on the hereby mortgaged land, against loss by fire with extended coverage, and if required, war damage to the extent available, to the amount of at least - - - -Four Thousand (\$4,000.00)- - - - - dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other hazard, to insure to the benefit of the Mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee, or the Mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

Witness, the hands and seals of said Mortgagors .

Attest:

William C. Dudley

Lawrence E. Growden (SEAL)
Lawrence E. Growden
Bernice M. Growden (SEAL)
Bernice M. Growden

State of Maryland, Allegany County, to-wit:

I hereby Certify, that on this Eighth day of October
in the year nineteen hundred and Fifty Four, before me, the subscriber, a Notary
Public of the State of Maryland, in and for Allegany County, personally appeared

Lawrence E. Growden and Bernice M. Growden, his wife,

and acknowledged the foregoing mortgage to be their act and deed; and at the same
time, before me, also personally appeared George C. Cook, Cashier of
The Commercial Savings Bank of Cumberland, Maryland, a corporation, the within named mort-
gagee, and made oath in due form of law, that the consideration in said mortgage is true and bona
fide as therein set forth; and the said George C. Cook did further,
in like manner, make oath that he is the Cashier and agent or attorney for said corporation and
duly authorized by it to make this affidavit.

whereof I have hereto set my hand and affixed my Notarial Seal the day
and date above written.

William C. Sudley
Notary Public



Completed and Mailed 10/10/54

W. H. Taylor, Esq.
Farm 3

FILED AND RECORDED OCTOBER 8th 1954 at 3:20 P.M.

This Mortgage, Made this 8th day of October

in the year Nineteen Hundred and Fifty-four, by and between

CHARLOTTE H. BRILL and ARTHUR L. BRILL, her husband,

of Allegany County, in the State of Maryland

parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a bank-
ing corporation duly incorporated under the laws of the United States

of Allegany County, in the State of Maryland

party of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the
party of the second part in the full and just sum of Three Thousand
(\$3,000.00) Dollars this day loaned the parties of the first part,
which principal sum, with interest at 5% per annum, is to be repaid



by the parties of the first part to the party of the second part in payments of not less than Thirty-one and 85/100 (\$31.85) Dollars per month, said payments to be applied first to interest and the balance to principal. The first of said payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said _____

parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

~~heirs~~ assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground situated, lying and being in Election District No. 5 in Allegany County, Maryland, on what is known as Shriver's Hill which is located between the Bedford and Valley Roads which is located about four miles north-easterly of the City of Cumberland, and which piece of property is designated as Parcel No. 2 on a plat of a tract of land known as the Mary E. Hoffmeister (unmarried) tract and being more particularly described as follows, to-wit:

LOT NO. 2: BEGINNING at the end of 110 feet on the first line of a deed from Annie L. Frantz to Mary E. Hoffmeister (unmarried), dated April 15, 1930, and recorded in Deeds Liber No. 165, folio 92

among the Land Records of Allegany County, Maryland, and running thence with part of said first line North 49 degrees 35 minutes East 110 feet to a stake; thence North 48 degrees West 1,000 feet; thence North 37 degrees 15 minutes West 900 feet to a stake on the fourth line of the aforementioned Frantz deed; thence with part of said fourth line South 15 degrees 15 minutes West 96 feet to a large dead pine tree; thence with part of the fifth line of said deed South 60 degrees 30 minutes West 130 feet to a stake; thence South 43 degrees 24 minutes East 880 feet to a stake; thence South 48 degrees East 1,000 feet to the place of beginning.

BEING the same property which was conveyed to the parties of the first part by Josephine H. Perdew, et al., by deed dated April 26, 1950, and recorded among the Land Records of Allegany County in Liber No. 228, folio 674.

The property is subject to a reservation of right-of-way or easement for a roadway, along the Bedford Road, in common with other adjoining lot owners.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said _____ parties of the first part, their

_____ heirs, executors, administrators or assigns, do and shall pay to the said

_____ party of the second part, its successors

~~heirs, executors, administrators or assigns~~ or assigns, the aforesaid sum of _____

Three Thousand (\$3,000.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on _____ their _____ part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

_____ parties of the first part

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes

mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~his executors, administrators~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland; Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

---Three Thousand (\$3,000.00) --- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors ~~their~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagors.

Attest:

[Signature]
[Signature]

Charlotte H. Brill [SEAL]
Charlotte H. Brill
Arthur L. Brill [SEAL]
Arthur L. Brill

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 8th day of October in the year Nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

CHARLOTTE H. BRILL and ARTHUR L. BRILL, her husband and each acknowledged the foregoing mortgage to be their respective act and deed; and at the same time before me also personally appeared

John H. Mosner, Cashier of the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Charles E. [Signature]
Notary Public.

*Check and see record
V. Leo H. Lange, Attorney at Law*

FILED AND RECORDED OCTOBER 8th 1954 at 2:50 P.M.

purchase money
This Mortgage, Made this 8TH day of OCTOBER in the
year Nineteen Hundred and fifty -four by and between
Arnold R. Ciccantì and Alma Mae Ciccantì, his wife,

 of Allegany County, in the State of Maryland, part 1st of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighty-five Hundred Fifty & 00/100 - - - (\$8550.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 4 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-four & 09/100 - - - (\$54.09) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being on the northerly side of "B" Street known and designated as part of Lots Nos. 81 and 82 in the Allegany County Improvement Company's National Highway Addition to LaVale, Allegany County, Maryland, a plat of which said addition is recorded among the Plat Records

of Allegany County, Maryland, in Liber No. 1, folio 40, which said parcels are more particularly described as a whole as follows, to-wit:

Beginning for the same on the northerly side of "B" Street at the end of the second line of Lot No. 80 in said addition, and running then with said "B" Street South 31 degrees 50 minutes West 55 feet, then North 58 degrees 10 minutes West 50 feet, then North 31 degrees 50 minutes East 5 feet to a point on the second line of said Lot No. 81 in said addition, then with part of said second line reversed North 58 degrees 10 minutes West 75 feet, then North 31 degrees 50 minutes East 50 feet to a point on the second line of said Lot No. 80 and then with part of said second line South 58 degrees 10 minutes East 125 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Frank H. Wineland and Clara E. Wineland, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein or their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns,

or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

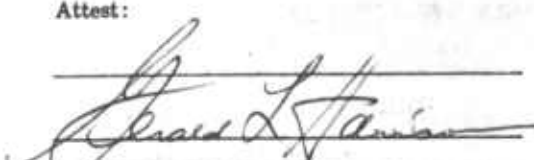
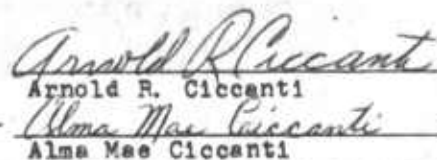
And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighty-five Hundred Fifty & 00/100 - - (\$8550.00) - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

  [SEAL]
Arnold R. Ciccantì
Alma Mae Ciccantì [SEAL]
Alma Mae Ciccantì

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 8TH day of OCTOBER
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Arnold R. Ciccantì and Alma Mae Ciccantì, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgage and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Shel L. H.
Notary Public.

Completed and Recorded
to Mtg. City
Nov 3

FILED AND RECORDED OCTOBER 8th 1954 at 2:45 P.M.

This Mortgage, Made this 8th day of
October in the year nineteen hundred and fifty-four, by and between

Roy K. Matthew and Mary M. Matthew, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Roy K. Matthew and Mary M. Matthew, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Two Thousand (\$2,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of 31x (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on December 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Roy K. Matthew and Mary M. Matthew, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot, piece or parcel of ground situated, lying and being
on the Northwestern side of McMullen Boulevard, in Allegany County,
Maryland, and being more particularly described as follows, to-wit:

BEGINNING for the same at an iron pipe located on the Northwest-
ly side of McMullen Boulevard at the end of the first line in a deed
from Delia A. Cook to Columbus A. Beeman, et ux, which is recorded in
Deeds Liber 212, folio 111, among the Land Records of Allegany County,
Maryland, and running thence with the second line of said deed, North



50 degrees West 150 feet; thence South 42 degrees 28 minutes West 100 feet; thence South 50 degrees East 150 feet to the Northwest side of McMullen Boulevard; thence with said side of said boulevard, North 42 degrees 28 minutes East 100 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by Delia A. Cook, widow, by deed dated March 30, 1951, and recorded in Liber No. 223, folio 304, one of the Land Records of Allegany County.

ALSO: All those two adjoining lots or parcels of land situated on the Northwest side of the McMullen Boulevard (formerly the Westernport Road), just Southwest of the Dingle, near the City of Cumberland, in Allegany County, State of Maryland, and more particularly described as follows, to-wit:

FIRST PARCEL: BEGINNING for the same at an iron stake standing at the end of 200 feet on the first line of the property conveyed by Margaret E. Straub, Administratrix c.t.a. to Delia Cook in deed dated January 6, 1944, and recorded in Liber No. 198, folio 296, one of the Land Records of Allegany County, Maryland, said stake also stands 21 feet from the center of and on the Northwest side of the aforementioned

McMullen Boulevard, and running thence with the first line of the aforementioned Cook deed and with the Northwest side of the said McMullen Boulevard (Magnetic bearings as of January, 1946, and with horizontal measurements), South 42 degrees 28 minutes West 50 feet to an iron stake, thence leaving the aforementioned McMullen Boulevard, North 50 degrees 00 minutes West 150 feet to an iron stake, thence parallel to the said McMullen Boulevard, North 42 degrees 28 minutes East 50 feet to an iron stake, thence South 50 degrees 00 minutes East 150 feet to the beginning.

SECOND PARCEL: BEGINNING for the same at an iron stake standing at the end of 250 feet on the first line of the property conveyed by Margaret E. Straub, Administratrix to Delia Cook, by deed dated January 6, 1947, and recorded among the Land Records of Allegany County, Maryland, said stake also being at the end of the first line of the First Parcel above described, said stake also standing on the Northwest side of the McMullen Boulevard, and running thence with the first line of the aforementioned deed, Straub to Cook, and with the Northwest side of said Boulevard (Magnetic bearings as of January, 1946, and with horizontal measurements) South 42 degrees 28 minutes West 50 feet to an iron stake, thence leaving said Boulevard and the first line of the Cook deed, North 50 degrees 00 minutes West 150 feet to an iron stake, then parallel to said McMullen Boulevard, North 42 degrees 28 minutes East 50 feet to an iron stake at the end of the second line of the aforesaid First Parcel above described, and thence reversing said second line, South 50 degrees 00 minutes East 150 feet to the beginning.

It being the same property which was conveyed unto the said Mortgagors by deed from Campbell M. Wolford and wife, dated the 12th day of July, 1952, and recorded in Liber No. 242, folio 351, one of the Land Records of Allegany County.

This obligation is also secure by a Chattel Mortgage bearing even date herewith by and between the same parties hereto.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Two Thousand (\$2,000.00) - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Two Thousand (\$2,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Roy K. Matthew (SEAL)
Roy K. Matthew

Thomas L. Keel

Mary M. Matthew (SEAL)
Mary M. Matthew

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 8th day of October in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared .

Roy K. Matthew and Mary M. Matthew, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



J. A. Sieder
Notary Public

Com. and M. Sec. 1954
W. J. S. Wampler
Thelma Deloras Wampler
Garrett County, Md.

FILED AND RECORDED OCTOBER 11th 1954 at 8:40 A.M.

THIS MORTGAGE, Made this 10th day of Sept. 1954, 1954,

by and between William Ervin Wampler and Thelma Deloras Wampler, his wife, of Allegany County, State of Maryland, parties of the first part, and William J. S. Wampler and Mery E. Wampler, his wife, of Garrett County, State of Maryland, parties of the second part, WITNESSETH:

WHEREAS, the said parties of the first part have this day executed and delivered unto the said parties of the second part their certain joint and several promissory note for the sum of One Thousand Five Hundred (\$1,500.00) Dollars payable to the order of the said parties of the second part in annual installments of One Hundred (\$100.00) Dollars each, commencing one year after the date hereof and continuing annually thereafter until the full amount thereof shall have been paid, with interest from date at the rate of one and one-half per cent (1-1/2%) per annum, said interest to be computed on the remaining unpaid principal; together with the express privilege of making greater payments on the due dates.

IT IS AGREED, that upon default in the payment of any one of the installments above provided, the full amount then unpaid shall, at the option of the parties of the second part, become due and demandable, and that failure to exercise this option shall not constitute a waiver of the right to exercise the same at some future time.

NOW THEREFORE, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the



prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part do give, grant, bargain and sell, release and confirm unto the said parties of the second part, their heirs and assigns, the following property, to wit:

All that lot, piece or parcel of land situate, lying and being in Consolidation Village, near Frostburg, in Election District No. 26, in Allegany County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a point in the center of the Consolidation Road, said point being at the end of 73.5 feet on the 4th line of the whole lot of which this is a part thereof and running thence with the remaining part of said 4th line and part of the 5th line of the whole lot North 54 degrees 32 minutes West 28.94 feet; thence North 36 degrees 39 minutes West 40.0 feet; thence running through the whole lot North 55 degrees 30 minutes East 170.2 feet to a small stream and with it South 23 degrees 15 minutes East 66.7 feet to a peg; thence South 55 degrees 30 minutes West 145.4 feet to the place of beginning, containing 0.24 of an acre, more or less.

Subject, however, to the same reservations, restrictions, covenants and conditions as set out in the deed from The Consolidation Coal Company to Louis Walbert and wife, dated the 1st day of May, 1940, and recorded in Liber 186, folio 682, one of the Land Records of Allegany County, Maryland.

This being the same property as conveyed to the parties of the first part by deed from Ada E. Walbert, widow, dated the 20th day of March, 1954, and recorded in Liber No. 257, folio 223, one of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said parties of the second part, their heirs, administrators, or assigns, the aforesaid principal sum of One Thousand Five Hundred (\$1,500.00) Dollars, together with the interest thereon, when and as the same shall become due and demandable, according to the words, tenor and effect of said promissory note, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the

premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and there presents are hereby declared to be made in trust, and the said parties of the second part, ~~their~~ heirs, executors, administrators and assigns, or Benny F. Epstein, his, her, or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

AND the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagees, or ~~their~~ heirs and assigns, the improvements on the hereby mortgaged land to the amount of at least One Thousand Five Hundred Dollars (\$1,500.00), and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagees, their heirs or assigns, to the extent of his, her or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagees, or the mortgagees may effect said

insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS, the hands and seals of said mortgagors, the day and year first above written.

Witness:

George D. Edwards

William Ervin Wampler (SEAL)
William Ervin Wampler

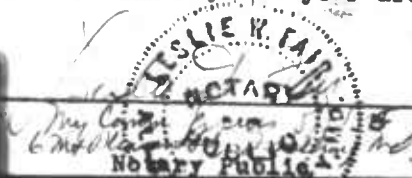
Thelma Delores Wampler (SEAL)
Thelma Delores Wampler

STATE OF MARYLAND,

GARRETT COUNTY, to wit:

I HEREBY CERTIFY, That on this 10th day of September 1954, before me, the subscriber a Notary Public of the State of Maryland, in and for Garrett County aforesaid, personally appeared William Ervin Wampler and Thelma Delores Wampler, his wife, and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared William J. S. Wampler and Mary E. Wampler, his wife, the within named mortgagees and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



*Submitted and recorded
To Earl E. Marger Attorney
Nov 8 1954*

FILED AND RECORDED OCTOBER 11" 1954 at 8:50 A.M.

This Mortgage, Made this 8th day of October

in the year Nineteen Hundred and Fifty-four, by and between
Betty Jean Detrick and Daniel F. Detrick, her husband,

of Alleghany County, in the State of Maryland
parties of the first part, and Lenna R. Litzenburg



of _____, _____ County, in the State of _____

[illegible]

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

do give, grant, bargain and sell, convey, release and confirm unto the said

heirs and assigns, the following property, to-wit:

The following description of the route, as given by the witnesses, is as follows, to-wit:

North 11.78 degrees East 180 feet to a stake in said line; thence construction line, North 88.13 degrees East 180 feet to a stake; thence construction line, division line, North 11.78 degrees East 180 feet to a stake; then in at the end of 310 feet on the second

line of the whole parcel; thence running with said second line, South 88.50 degrees East 180 feet to the place of beginning.

The FOREMAN PROPERTY is the same property conveyed by deed dated the 16th day of April, 1954, by and between Okey T. Kenney and Bessie A. Kenney, his wife, and Betty Jean Detrick, and which said deed is recorded in Liber No. 260, folio 345, one of the Land Records of Allegany County, Maryland; a specific reference to said deed is hereby made for a full and more particular description of the land hereby conveyed by way of mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said ~~Betty Jean Detrick and Daniel F. Detrick,~~
her husband, their heirs, executors, administrators or assigns, do and shall pay to the said

Leona R. Litzenburg, her

executors, administrators or assigns, the aforesaid sum of

Five Hundred (\$500.00) Dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

Betty Jean Detrick and Daniel F. Detrick, her husband.

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes,

mortgage debt and interest thereon, the said

Betty Jean Detrick and Daniel F. Detrick, her husband,
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

heirs, executors, administrators and assigns, or _____
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in _____ Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Betty Jean Detrick

and Daniel F. Detrick, her husband, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Betty Jean Detrick and Daniel F. Detrick, her
husband, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Hundred (\$500.00) Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of _____ ~~their~~ their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

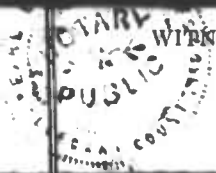
Witness, the hand and seal of said mortgagors:

Attest:

_____ [SEAL]
Daniel F. Detrick
Betty J. Detrick [SEAL]
Betty Jean Detrick

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 8th day of October,
in the year nineteen Hundred and Fifty -Four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Daniel F. Detrick and Betty Jean Detrick, his wife,
and each acknowledged the foregoing mortgage to be his and her respective
act and deed; and at the same time before me also personally appeared
Elaine H. Litzenburg, widow,
the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Carl Edward Stange
Notary Public.

*Cont. of 1st called 11-10-54
to Mtg. City
Nov 3*

FILED AND RECORDED OCTOBER 11th 1954 at 9:10 A.M.

This Mortgage, Made this 7th day of

OCTOBER in the year nineteen hundred and fifty-four, by and between

Herman F. Bowman and Godetta B. Bowman, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Herman F. Bowman and Godetta B. Bowman, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of

Three Thousand (\$3,000.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on September 30, 1954
DECEMBER 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Herman F. Bowman and Godetta B. Bowman, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those two parcels of ground situated in Cumberland, Maryland, and
particularly described as follows:



FIRST: All that lot situated on the Southerly side of North Mechanic Street in Cumberland, Maryland, being part of Lot No. 260 of the original Town Lots of Cumberland, and more particularly described as follows, to-wit:

BEGINNING for the same at the intersection of the Southerly side of North Mechanic Street with the Westerly side of Valley Street as now laid out, said point of beginning being also at the end of the first line of the Lot conveyed to the Mayor and City Council of Cumberland, by deed dated July 3, 1916, and recorded in Liber 118, folio 670, of the Land Records of Allegany County and running thence with the Southerly side of North Mechanic Street, North 64 degrees 10 minutes West 29-7/10 feet to the center of the division wall of the double brick house located partly on this lot, and running thence with the center of said wall, and same extended, South 28 degrees 22 minutes West 108 feet to Wills Creek and with it, South 51 degrees East 30 1/2 feet to the end of the second line of the aforesaid lot conveyed to the City, thence with said second line reversed, North 28 degrees 22 minutes East about 116 feet to the place of beginning.

SECOND: BEGINNING at a point 40-7/10 feet from the intersection of the Southerly side of North Mechanic Street and the Westerly side of Valley Street as widened and located in a deed to the Mayor and City Council of Cumberland, dated July 3, 1916, and recorded among the Land Records of Allegany County, in Liber 118, folio 670, said beginning being also at the center of the front of the dividing wall of a double brick house which is located on Lots Nos. 1 and 2 of Plat "C" in the Equity Case of John B. Widener, Trustee, vs Gustavus Beall, et al, and recorded in Judgment Record No. 15, folio 324, of Allegany County, said beginning point being also at the end of the first line of the said Lot No. 1, and running thence with North Mechanic Street, North 68 degrees West 32 feet, thence South 24 degrees West 97 feet to Wills Creek, and with it, South 51 degrees East 31 1/2 feet to the end of the second line of said Lot No. 1, and with it reversed, North 24 degrees East 105 feet to the beginning.

EXCEPTING, HOWEVER, all that part of the above described property which was conveyed by the said Mortgagors unto the Mayor and City Council of Cumberland, Maryland, by deed dated April 2, 1954, and recorded among the Land Records of Allegany County in Liber No. 257, folio 533.

It being part of the same property which was conveyed unto the said Mortgagors by Patrick Carolan and wife by deed dated September 30, 1946, and recorded in Liber 211, folio 484, one of the Land Records of Allegany County.

This indebtedness is also secured by a Chattel Mortgage covering fixtures and equipment given by the said Mortgagors to The Liberty Trust Company and bearing even date herewith.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Three Thousand (\$3,000.00) - - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest

thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said **The Liberty Trust Company**, its successors and assigns, or **George R. Hughes**, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Three Thousand (\$3,000.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Herman F. Bowman (SEAL)
Herman F. Bowman

Godetta B. Bowman (SEAL)
Godetta B. Bowman

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 7th day of OCTOBER in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Herman F. Bowman and Godetta B. Bowman, his wife,
and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of **The Liberty Trust Company**, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year

above written.

James M. Ashley
Notary Public



T. Mtgee C. H.
Frostburg Md.
Nov-13 54

LIBER 307 PAGE 494

FILED AND RECORDED OCTOBER 11th 1954 at 10:30 A.M.
PURCHASE MONEY**This Mortgage,** Made this 8th day of October, in the year

Nineteen Hundred and Fifty-Four by and between

THEODORE F. BOLT and ELLEN S. BOLT, his wife,

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and **THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND**, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of ~~THIRTY-THREE AND 76/100~~ Dollars (\$ ~~33.76~~) with interest at the rate of ~~SIX~~ per centum (~~6~~ %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

~~THIRTY-THREE AND 76/100~~ Dollars,

(\$ ~~33.76~~) commencing on the 8th day of ~~NOVEMBER~~, 1954 and on the 8th day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 8th day of ~~OCTOBER~~, 1969, ~~1969~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

THEODORE F. BOLT and ELLEN S. BOLT, his wife,

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

All that lot, piece or parcel of ground situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and known and designated as Lot Number ~~THIRTY-THREE (13)~~ in Frost's Fifth Addition to said Town of Frostburg, as shown upon a ~~plat~~ map, ~~recorder~~ record in Liber No. 15, folio 591, among the Land Records of Allegany County, Maryland.

BEING the same property which was conveyed to Agnes R. Elrick and Joseph W. Elrick, her husband, by deed from Clyde D. Elrick and Mattie E. Elrick, his wife, dated May 14, 1941, and recorded in Liber No. 136, folio 594, among said Allegany County Land Records.

BEING also the same property which was conveyed to the said Theodore F. Bolt and Ellen S. Bolt, his wife, by deed of even date herewith from the said Agnes R. Elrick, widow, which is intended to be recorded among said Land Records simultaneously with this mortgage, which is executed to secure part of the purchase price of the above described property and is, in whole, a PURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

FOUR THOUSAND AND NO/100- - - - - (\$4,000.00) Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST:

Rachel Knieriem *Theodore F. Bolt* (SEAL)
RACHEL KNIERIEM THEODORE F. BOLT
Rachel Knieriem *Ellen S. Bolt* (SEAL)
RACHEL KNIERIEM ELLEN S. BOLT
Ellen (SEAL)

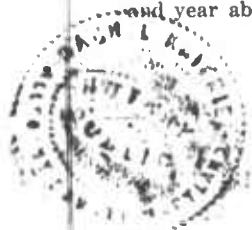
STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 8TH day of October, in the year Nineteen Hundred and Fifty-four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

THEODORE F. BOLT and ELLEN S. BOLT, his wife,

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared ~~William F. Kreiling~~ G. ALVIN KREILING, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said ~~William F. Kreiling~~ G. ALVIN KREILING did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Rachel Knieriem
RACHEL KNIERIEM Notary Public

To Mtge City
Nov. 15 1954

FILED AND RECORDED OCTOBER 11" 1954 at 9:10 A.M.

This Mortgage, Made this 6th day of

October in the year nineteen hundred and fifty-four, by and between

Herbert W. McVicker and Margaret L. McVicker, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Herbert W. McVicker and Margaret L. McVicker, his wife,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
Thirteen Hundred (\$1300.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on December 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY
FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A
PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Herbert W. McVicker and Margaret L. McVicker, his wife,
does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All of the following described real Estate in the Town of Barton,
Allegany County, Maryland, and more particularly described as follows:

FIRST: Lot No. 29 in said Town: BEGINNING at a stake standing
on the South side of Main Street and the East side of a 16-foot Alley
and running thence South 79 degrees East 80 feet to a stake, thence
South 11 degrees West 100 feet to a stake, thence North 79 degrees
West 80 feet to a stake on the East side of a 16-foot alley, thence
North 11 degrees East 100 feet to the place of beginning.

SECOND: Lot No. 30 in said Town: BEGINNING at a stake standing
on the South side of Main Street and at the end of the first line of
Lot No. 29 and running with Main Street, South 79 degrees East 80 feet
to a stake, thence South 11 degrees West 100 feet to a stake, thence
North 79 degrees West 80 feet to a stake, thence North 11 degrees East
100 feet to the beginning.

It being the same property which was conveyed unto the said Mort-
gagors by Joseph T. Dunnivan and wife by deed dated the 9th day of
September and to be duly filed for record among the Land Records of
Allegany County, in the State of Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirteen Hundred (\$1300.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirteen Hundred (\$1300.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to insure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Herbert W. McVicker (SEAL)
Herbert W. McVicker

Margaret L. McVicker (SEAL)
Margaret L. McVicker,

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this *6th* day of October in the year nineteen hundred and *fifty-four* before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Herbert W. McVicker and Margaret L. McVicker, his wife, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper, did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James M. Eble
Notary Public

FILED AND RECORDED OCTOBER 11th 1954 at 9:10 A.M.

This Mortgage, Made this *5th* day of October in the year nineteen hundred and *fifty-four*, by and between

James B. R. Ritchie and Edna M. Ritchie, his wife, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

James B. R. Ritchie and Edna M. Ritchie, his wife,

stand indebted unto the said The Liberty Trust Company in the just and full sum of Eleven Hundred Fifty (\$1150.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be



payable on December 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

James B. R. Ritchie and Edna M. Ritchie, his wife,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All the following described lot or parcel of land situated in the Town of Lonaconing, Allegany County, Maryland and being more particularly described as follows:

BEGINNING for same at an iron pin standing along the Southerly side of the road leading from Lonaconing to Westernport and being at the end of a line drawn North 83 degrees 48 minutes East 153.48 feet from a planted stone marked "G.C." planted at the beginning of a deed from the George's Creek Coal and Iron Co. to Jane Simpson by deed dated March 20, 1866; and also at the end of a line drawn South 67 degrees 21 minutes East 43.0 feet from an iron pin at the end of the first line of a lot which was sold and conveyed by the Maryland Coal Co. to Frank Bills by deed dated April 24th, 1911 and recorded in Liber No. 108, folio 30, one of the Land Records of Allegany County, Maryland, and running along the Southerly side of said road, North 77 degrees 39 minutes East 17.12 feet to an iron pin, the end of the third line of Robert Marshall, Jr.'s lot which was sold to him William C. Green and wife by deed dated May 3, 1920, and running along said third line (Reversed and Corrected), South 16 degrees 55 minutes East 75.45 feet to an iron pin, the Bank of George's Creek and with said George's Creek, South 78 degrees 07 minutes West 17.48 feet to a hole drilled in a concrete retaining wall, the corner of William Douglas' wall, and with the line of Douglas' lot (Corrected), North 16 degrees 44 minutes West 75.28 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagors by John L. Ritchie and wife, by deed dated the 6th day of January, 1947, and recorded in Liber No. 213, folio 153, one of the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eleven Hundred Fifty (\$1150.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and

these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eleven Hundred Fifty (\$1150.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

James B. R. Ritchie (SEAL)
James B. R. Ritchie

James B. R. Ritchie

Edna M. Ritchie (SEAL)
Edna M. Ritchie

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

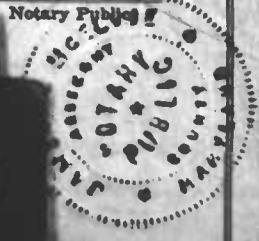
I hereby Certify, that on this 5th day of October in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

James B. R. Ritchie and Edna M. Ritchie, his wife,

and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

James B. R. Ritchie



FILED AND RECORDED OCTOBER 11" 1954 at 9:10 A.M.

This Mortgage, Made this 8th day of

October in the year nineteen hundred and fifty-four, by and between

Thelma A. Streett and John J. Streett, her husband,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Thelma A. Streett and John J. Streett, her husband,

stand indebted unto the said The Liberty Trust Company in the just and full sum of
Thirty-Seven Hundred (\$3700.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Five (5%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on December 31, 1954

THIS MORTGAGE IS EXECUTED TO SECURE PART OF THE PURCHASE MONEY
FOR THE PROPERTY HEREIN DESCRIBED AND CONVEYED AND IS, THEREFORE, A
PURCHASE MONEY MORTGAGE.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

Thelma A. Streett and John J. Streett, her husband,

does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the
said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that lot or parcel of land situated and lying in the City of
Cumberland, Maryland, it being the Southerly half of Lots No. 52 in the
Cumberland Improvement Company's Eastern Addition to the City of Cum-
berland, Maryland, and more particularly described as follows, to-wit:

BEGINNING on the Westerly side of Marion Street at the end of 20
feet on the first line of Lot No. 52 and running thence with Marion
Street, South 1 degree 6 minutes West 20 feet to the end of the said
first line, thence North 88 degrees 54 minutes West 100 feet to a 12-
foot alley, thence with the East side of said alley, North 1 degree 6
minutes East 20 feet to intersect a line drawn North 88 degrees 54
minutes West from the beginning point, and passing through the center
of the division wall of a double brick dwelling, thence with said line
reversed, South 88 degrees 54 minutes East 100 feet to the place of
beginning.

It being the same property which ~~was~~ conveyed unto the said
Thelma A. Streett, by deed dated the 8th day of October, 1954, and
to be duly filed for record among the Land Records of Allegany County.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Thirty-Seven Hundred (\$3700.00) Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Thirty-Seven Hundred (\$3700.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Thomas L. Keck

Thelma A. Streett (SEAL)
Thelma A. Streett

John J. Streett (SEAL)
John J. Streett

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 8th day of October in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

Thelma A. Streett and John J. Streett, her husband, and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper,

did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Geo. A. Diebert
Notary Public

Completed and Valid _____
Mtg City
Nov 15 54

FILED AND RECORDED OCTOBER 11th 1954 at 9:45 A.M.

PURCHASE MONEY
This Mortgage, Made this 9th day of October in the year Nineteen Hundred and Fifty-four, by and between

VERNON ARCHIE BRINKMAN AND ADA LOUISE BRINKMAN, HIS WIFE,

of Allegany County, in the State of Maryland part 1st of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland, a corporation duly incorporated under the Laws of the State of Maryland, with its principal place of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said Vernon Archie Brinkman and Ada Louise Brinkman, his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just and full sum of One Thousand and no/100

Dollars (\$ 1,000.00), to be paid with interest at the rate of six per cent (6 %) per annum, to be computed monthly on unpaid balances, in payments of at least Twenty &no/100 Dollars (\$ 20.00) per month plus interest; the first of said monthly payments being due one month from the date of these presents and each and every month thereafter until the whole principal, together with the interest accrued thereon, is paid in full, to secure which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Vernon Archie Brinkman and Ada Louise Brinkman, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following property, to-wit:

All that lot or parcel of ground situate, lying and being on the Easterly side of Arch Street, in the City of Cumberland, Allegany County, Maryland, and being a part of Lot No. 56 in the Cumberland Improvement and Development Company's Southern Addition to the City of Cumberland, a Plat of which said Addition is recorded in Plat Book No. 1, folio 35, and which said property is more particularly described as follows:

BEGINNING for the same at a point on the East side of Arch Street at the end of the first line of Lot No. 56 in the Cumberland Improvement and Development Company's Southern Addition to Cumberland, and running thence South 78 degrees East 100 feet to the West side of Hattie Alley, and with the West side of said Alley, North 12 degrees East 20.5 feet to a stake standing at the end of an old line of fence, and running thence by a new division line through the center partition wall of the double frame dwelling known as Nos. 106 and 106½ Arch Street, located on the whole property, of which this is a part, North 74½ degrees West 100 feet to the West side of Arch Street, thence with the East side of Arch Street South 12 degrees West 23 feet to the place of beginning. (Bearings corrected to True Meridian courses.)

It being the same property which was conveyed unto the said Vernon Archie Brinkman and Ada Louise Brinkman, his wife, by Herman Athey and Elizabeth C. Athey, his wife, by deed dated October 9th, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Vernon Archie Brinkman and Ada Louise Brinkman, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of One Thousand and no/100 Dollars (\$ 1,000.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Vernon Archie Brinkman and Ada Louise Brinkman, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Vernon Archie Brinkman and Ada Louise Brinkman, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,

then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or _____

E. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said Vernon Archie Brinkman and Ada Louise Brinkman, his wife, their heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said Vernon Archie Brinkman and Ada Louise Brinkman,

his wife, further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

One Thousand and no/100----- Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of the said mortgagors

Attest:

Ethel McCarty

Vernon Archie Brinkman [SEAL]
Vernon Archie Brinkman
Ada Louise Brinkman [SEAL]
Ada Louise Brinkman

State of Maryland,
Allegany County, to wit:

I hereby certify. That on this 9th day of October in the year Nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Vernon Archie Brinkman and Ada Louise Brinkman, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared _____

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said _____

Marcus A. Naughton further made oath in due form of law that he is the vice-president and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Ethel McCarty
Notary Public.

Cum gratia
Cumberland City
Nov. 15 57

FILED AND RECORDED OCTOBER 11th 1954 at 9:45 A.M.

PURCHASE MONEY

This Mortgage, Made this 9th day of October
in the year Nineteen Hundred and Fifty -four, by and between

JAMES WILLIAM MURPHY AND HELEN FRANCES MURPHY, his wife,

of Allegany County, in the State of Maryland
part les of the first part, and CUMBERLAND SAVINGS BANK of Cumberland, Maryland,
a corporation duly incorporated under the Laws of the State of Maryland, with its principal place
of business in Cumberland, Allegany County, Maryland, party of the second part, WITNESSETH:

Whereas, the said James William Murphy and Helen Frances Murphy,
his wife,

stand indebted unto the CUMBERLAND SAVINGS BANK of Cumberland, Maryland, in the just
and full sum of Fifteen Thousand and Nine Hundred and no/100-----
Dollars (\$ 15,900.00), to be paid with interest at the rate of six per cent (6 %) per
annum, to be computed monthly on unpaid balances, in payments of at least
One Hundred-- Dollars (\$ 100.00) per month plus interest; the first of said monthly
payments being due one month from the date of these presents and each and every month there-
after until the whole principal, together with the interest accrued thereon, is paid in full, to secure
which said principal, together with the interest accruing thereon, these presents are made.

And Whereas, this mortgage shall also secure future advances as provided by Section
2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted
with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments
thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said James William Murphy and Helen Frances
Murphy, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said CUMBER-
LAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the following prop-
erty, to-wit:

FIRST: All that piece or parcel of ground situated in Election
District No. 23, and lying and being on the northwesterly side of the
Baltimore Pike, Route No. U. S. 40, and about 1100 feet, as measured
northeastward along said Pike, from a concrete monument set up on the
corporate limits of the City of Cumberland, Allegany County, Maryland,
and particularly described as follows: (Magnetic courses as of January
24, 1949, run with vernier readings and horizontal measurements used
throughout.)

BEGINNING for the same at an iron pipe stake previously set
as a corner at the end of the third line of the lot conveyed by, and
described in, that certain deed of Mary Elizabeth Stegmaler, et al,
to Michael L. Stegmaler, et ux; said deed bearing date of March
5, 1949, and recorded in Liber No. 224, folio 315, of the Land Records
of Allegany County, Maryland; said beginning stake being also distant
18.3 feet from the northwesterly edge of the pavement of the aforesaid
Baltimore Pike and at the top edge of a "cut" embankment, and running
then with the top of said embankment, South 71 degrees 45 minutes West

77.5 feet to an Iron Pipe stake, South 64 degrees 38 minutes West 122.25 feet to an Iron Pipe stake standing 27 feet distant from the northwesterly edge of the aforesaid pavement; then North 40 degrees 13 minutes West 186.57 feet to an Iron Pipe stake standing on the southeasterly limits of a proposed roadway, 30 feet wide; then with the limits of said roadway North 32 degrees 32 minutes East 199.25 feet to an Iron Pipe stake previously set as a corner stake at the end of the second line of the aforesaid Michael L. Stegmaier deed, and with the third line of said deed (Corrected as to distances as not to overrun call) South 40 degrees 13 minutes East 306.15 feet to the beginning, containing 1.061 acres, more or less.

IT BEING the same property which was conveyed unto the said James W. Murphy and Helen F. Murphy, his wife, by Mary Elizabeth Stegmaier, et al, by deed dated October 4th, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recording of this mortgage.

SECOND: All that lot or parcel of ground situated on Goethe Street, in the City of Cumberland, Allegany County and State of Maryland, known and designated as part of Lot No. 48 in Henderson & Pearre's Addition to Cumberland, a plat of which Addition is Recorded among the Land Records of Allegany County, Maryland, in Liber 38, folio 562, said lot hereby conveyed being more particularly described as follows, to wit:

BEGINNING at the end of the first line of Lot Number Forty-Seven of said Henderson & Pearre's Addition, and running thence with Goethe Street North 26 3/4 degrees East 25 feet; thence South 63 1/2 degrees East 78 feet to a private alley; then with said alley, South 37 3/4 degrees West 26 feet to the second line of Lot Number Forty-Seven; then North 63 1/2 degrees West 72 1/2 feet to the beginning.

IT BEING the same property which was conveyed unto the said James William Murphy and Helen Frances Murphy, his wife, by Josephine S. Moser, widow, by deed dated November 21, 1946, and recorded in Liber 212, folio 381, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said James William Murphy and Helen Frances Murphy, his wife, their heirs, executors, administrators or assigns, do and shall pay to the said

CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or assigns, the aforesaid sum of Fifteen Thousand and Nine Hundred----- Dollars (\$ 15,900.00) together with interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

James William Murphy and Helen Frances Murphy, his wife,

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

James William Murphy and Helen Frances Murphy, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said CUMBERLAND SAVINGS BANK of Cumberland, Maryland, its successors or and assigns, or

F. Brooke Whiting

his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said James William Murphy and

Helen Frances Murphy, his wife, their heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said James William Murphy and Helen Frances Murphy,

his wife,

further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Sixteen Thousand and no/100----- Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of the said mortgagors

Attest:

Ethel McLarty

James William Murphy [SEAL]
James William Murphy

Helen Frances Murphy [SEAL]
Helen Frances Murphy

State of Maryland,
Allegany County, to wit:

I hereby certify, That on this 9th day of October

in the year Nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

James William Murphy and Helen Frances Murphy, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Marcus A. Naughton an agent of the CUMBERLAND SAVINGS BANK, of Cumberland, Maryland.

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and the said

Marcus A. Naughton further made oath in due form of law that he is the Vice-President and agent, of the CUMBERLAND SAVINGS BANK of Cumberland, Maryland and duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year aforesaid.



Ethel McLarty

Notary Public.

December 28th 1954 Cumberland Savings Bank
For value received, the Cumberland Savings Bank of
Cumberland, Md. hereby releases the within and foregoing
mortgage
In witness whereof the Cumberland Savings Bank of
Cumberland, Maryland has caused these presents to be signed
by its Vice President and its Corporate Seal hereunto
affixed by the signature of its Cashier this 28th day of
December, 1954
(Corporate Seal)
Attest: John T. Conway
Cashier 12-29-54
Cumberland Savings Bank
Cumberland, Maryland
By: Marcus A. Naughton
Vice President

Mtge City
Nov. 15

FILED AND RECORDED OCTOBER 11th 1954 at 11:00 A.M.

THIS MORTGAGE, Made this 7th day of October, 1954, by and between LLOYD H. BUCHANAN and BESSIE B. BUCHANAN, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Fifteen Thousand (\$15,000.00) Dollars, with interest from date at the rate of five and one-half per cent (5½%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than One Hundred Twenty Two Dollars and Fifty Five Cents (\$122.55) beginning on the 10th day of November, 1954, and a like and equal sum of not less than One Hundred Twenty Two Dollars and Fifty Five Cents (\$122.55) on the said _____ day of each and every month thereafter. Said monthly payments to be applied first to interest and the balance to unpaid principal debt, the entire unpaid principal, together with interest due thereon, to become due and payable ten years from date of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof and to be used for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns, the following described property:

FIRST PARCEL: All those six lots, pieces or parcels of land situated on Mary Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 138, 139, 140, 141, 142, and 143, in Walsh's Addition to South Cumberland, and all these six lots,

pieces or parcels of land situated on Elizabeth Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 152, 153, 154, 155, 156, and 157 in Walsh's Addition to South Cumberland, a plat of which is recorded among the Land Records of Allegany County, Maryland, in Map Box No. 98, and which said Lots Nos. 138 to 143, both inclusive, each front approximately thirty-four feet on Mary Street, and each extends back an even width a distance of approximately one hundred twenty-three and one-third feet to an alley; and which said Lots Nos. 152 to 157, both inclusive, each front approximately thirty-four feet on Elizabeth Street, and each extends back an even width a distance of approximately one hundred twenty-three and one-third feet to an alley, and all of which said lots are more particularly described by courses and distances in the description of the lots in Walsh's Addition to South Cumberland recorded among the aforesaid Land Records in Liber No. 89, folio 663, et seq.

SECOND PARCEL: ALL those lots, pieces or parcels of land situated on Mary Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 116, 117, 118, 119, 120 and 121 fronting approximately thirty four feet each on Mary Street, and extending back an even width a distance of approximately one hundred twenty-three and one-third feet each; all those lots, pieces, or parcels of land situated on Monroe Street, Cumberland, Maryland, and known and distinguished as Lots Nos. 104, 105, 106, 107 and 108, fronting approximately thirty-four feet each on Monroe Street, and extending back an even width distance of approximately one hundred twenty-three and one-third feet each; all that part of Lot No. 103 situated on Monroe Street, Cumberland, Maryland, not heretofore conveyed to the Western Maryland Railway Company; and all those parts of Lots Nos. 84, 85, 86 and 87, not heretofore sold to the Western Maryland Railway Company and situated north of the Western Maryland Railway Company's switch, all of said lots being in Walsh's Addition to South Cumberland, a plat of which Addition is recorded among the Land Records of Allegany County, Maryland, in Map Box No. 98, and which said lots are some of the same lots conveyed to William C. Walsh, Trustee, by Clara W. Seaver, et al. by deed dated November 27, 1939, and recorded among the aforesaid Land Records in Liber No. 185, folio 202.

The above described First Parcel was conveyed to the parties of the first part by Theodore R. Fleet, unmarried, by deed dated October 19, 1950, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 231, folio 253; the Second

Parcel was conveyed to the said first parties by William C. Wain, Trustee in No. 15,424 Equity in the Circuit Court for Allegany County, Maryland, by deed dated May 31, 1951, and recorded in Liber No. 235, folio 461 of said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Fifteen Thousand (\$15,000.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner

following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

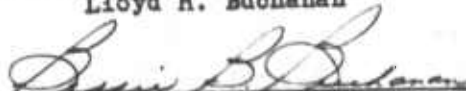
And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Fifteen Thousand (\$15,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both;

 (SEAL)
Lloyd H. Buchanan

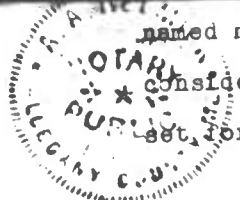


 (SEAL)
Bessie B. Buchanan

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 7th day of October, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LLOYD H. BUCHANAN and BESSIE B. BUCHANAN, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within



named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.

R. F. Helmick
Notary Public

My Commission expires May 2, 1955

Compared and signed before me

Notary City
Nov. 15, 1954

FILED AND RECORDED OCTOBER 11 1954 at 11:00 A.M.

THIS MORTGAGE, Made this 8 day of October, 1954, by and between JOHN R. MYERS and FANNIE F. MYERS, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:

WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of Three Thousand Six Hundred (\$3,600.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum is being used for the purchase of the First Parcel hereinafter described, and this mortgage is hereby declared to be a Purchase Money Mortgage; and which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of not less than Thirty Dollars and Thirty Eight Cents (\$30.38) beginning on the 8 day of November, 1954, and a like and equal sum of not less than Thirty Dollars and Thirty Eight Cents (\$30.38) on the said 8 day of each and every month thereafter. Said monthly payments to be applied first to interest and the balance to unpaid principal debt, the entire unpaid prin-

cipal, together with interest due thereon, to become due and payable ten years from date of this mortgage.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used for paying of the costs of any repairs, alterations, or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

FIRST PARCEL: ALL that piece or parcel of land located and being on the Northeast side of the Old Oldtown Road about five-tenths (5/10) of a mile in an Easterly direction from its intersection with the Uhl Highway at the Mill Stone Inn, containing twenty-five (25) acres, more or less.

It being the same property conveyed in a deed of even date herewith by Marvin C. Bowers and Rosalie S. Bowers, his wife, to the said John R. Myers and Fannie F. Myers, his wife, and intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with this mortgage.

SECOND PARCEL: ALL that certain lot, piece or parcel of land known and designated as Lot Number 16, as shown on the Plat of Schriver's Addition to Cumberland, said Lot Number 16 being located on Springdale Street, in the City of Cumberland, in Allegany County, in the State of Maryland, and described by metes and bounds, and courses and distances, as follows, to-wit:

BEGINNING for the same on the east side of said Springdale Street at a point on the western line of said Lot Number 16 distant 67-2/3 feet from the southwest corner of Lot Number 14 and running thence with said Springdale Street and with the western line of said Lot Number 16 South 34-1/2 degrees West 32-1/3 feet to Schiller Alley, and with it South 34-1/10 degrees East 95-3/4 feet to the eastern line of said Lot Number 16, and with it North 34-1/2 degrees East 48 feet, then North 55-1/2 degrees West 94-1/2 feet to the beginning.

It being the same property conveyed to the said John R. Myers and Fannie F. Myers, his wife, by Isaac L. Vanorsdale and Frances A. Vanorsdale, his wife, by deed dated the first day of April, 1952, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 239, folio 425.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of Three Thousand Six Hundred (\$3,600.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all interest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and

convey the same to the purchaser or purchasers thereof, his, her, or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs or assigns; and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least Three Thousand Six Hundred (\$3,600.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

John R. Myers (SEAL)
John R. Myers

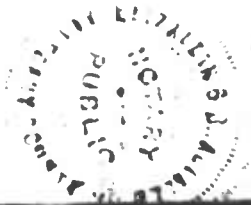
Fannie F. Myers (SEAL)
Fannie F. Myers

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 8th day of October, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared JOHN R. MYERS and FANNIE F. MYERS, his wife, and each acknowledged the foregoing

mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



Elizabeth H. Bradford
Notary Public

My Commission expires May 2, 1955

Commenced and Motion Delivered 5
Mortgage City
Nov. 13, 1954

FILED AND RECORDED OCTOBER 13th 1954 at 9:20 A.M.

This Mortgage, Made this 12th day of
October in the year nineteen hundred and fifty-four, by and between

John W. Robinette and Elsie Robinette, his wife,
of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which
expression shall include the plural as well as the singular, and the feminine as well as the masculine,
as the context may require, and The Liberty Trust Company, a corporation duly incorporated under
the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County,
Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

John W. Robinette and Elsie Robinette, his wife,
stand indebted unto the said The Liberty Trust Company in the just and full sum of
Sixteen Hundred (\$1600.00) - - - - - Dollars,
payable to the order of the said The Liberty Trust Company, one year after date with interest from
date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues,
at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30,
September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be
payable on December 31, 1954

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in
order to secure the prompt payment of the said indebtedness at the maturity thereof, together with
the interest thereon, the said

John W. Robinette and Elsie Robinette, his wife,



does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All those lots or parcels of ground known and designated as the easterly half of Lot No. 22 and all of Lot No. 23 shown on the plat of the H. M. Lind Land and Improvement Company's Addition to South Cumberland, Maryland, said plat being dated March, 1911, and recorded in Liber 71, folio 22, of the Land Records of Allegany County, Maryland, and more particularly described as follows:

BEGINNING for the same at a point North 31 degrees East 100 feet from the Southeast corner of the intersection of Olive Avenue and 6th Street in said sub-division, and running thence with Olive Street, North 31 degrees East 271 feet to the Northeast corner of the division line of Lot No. 16 and 17 and thence with said division line, North 31 degrees West 175 feet to a 15-foot alley, thence with the Northeast side of said alley, North 31 degrees West 271 feet to the beginning of the center line of Lot No. 19, said center line being drawn in a Northeast direction parallel with Olive Avenue, and thence with said center line, North 31 degrees East 175 feet to the place of beginning.

It being the same property which was conveyed unto the said Mortgagee by The Liberty Trust Company by deed dated May 1, 1911, and recorded in Liber 609, folio 61, of the Land Records of Allegany County, Maryland.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Sixteen Hundred (\$1600.00) - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 903 of the Laws of Maryland passed at the January session in the year 1905 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and

no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Sixteen Hundred (\$1600.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

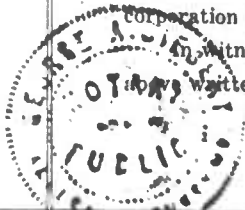
John W. Robinette (SEAL)
John W. Robinette
Elsie G. Robinette (SEAL)
Elsie Robinette

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 12th day of October in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

John W. Robinette and Elsie Robinette, his wife,
and each acknowledged, the foregoing mortgage to be their act and deed; and at the same time, before me, also personally appeared Charles A. Piper, President of The Liberty Trust Company, the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said Charles A. Piper did further, in like manner, make oath that he is the President, and agent or attorney for said corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year



Geo. A. Piper
Notary Public

FILED AND RECORDED OCTOBER 13" 1954 at 8:40 A.M.

This Mortgage, Made this 12th day of October
in the year Nineteen Hundred and Fifty-four, by and between

THE FIRST TRUST ANNUAL COMPANY, INC., a corporation incorporated
under the laws of the State of Maryland,

of Allegany County, in the State of Maryland
party of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a bank-
ing corporation duly incorporated under the laws of the United States,

of Allegany County, in the State of Maryland
party of the second part, WITNESSETH:

Whereas, The party of the first part is indebted unto the party
of the second part in the full and just sum of Five Thousand (\$5,000.)
Dollars, this day loaned the party of the first part by the party of
the second part, and which is to be repaid by the party of the first
part to the party of the second part, with interest at 5% per annum,
in payments of not less than One Hundred (\$100.00) Dollars per month
upon the principal, together with interest payable monthly.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity there-
of, together with the interest thereon, the said party of the first part

does give, grant, bargain and sell, convey, release and confirm unto the said
party of the second part, its successors or

~~hereby~~ assigns, the following property, to-wit:

ALL those two parcels of land situated on the Westerly side
of North Centre Street, in the City of Cumberland, Allegany County,
Maryland, being the same property which was conveyed to the party of
the first part by Frank M. Wilson, et al., by deed dated the 29th day
of October, 1947, and recorded among the Land Records of Allegany Coun-
ty, Maryland, in Liber No. 217, folio 670, reference to which deed is
hereby made for a more particular description by metes and bounds of
said property.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said party of the first part, its
successors ~~hereby~~ or assigns, do and shall pay to the said
party of the second part, its successors
~~or assigns~~ or assigns, the aforesaid sum of

---- Five Thousand and no/100 (\$5,000.00) Dollars ----

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on its part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said
party of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said party of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~his, her or their~~ and assigns, or William M. Somerville, its, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

party of the first part, its successors ~~his, her or their~~ or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor its ~~his, her or their~~ representatives, ~~his, her or their~~ successors

And the said party of the first part

further covenants to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

Five Thousand and no/100 (\$5,000.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires, to inure to the benefit of the mortgagee its successors ~~his, her or their~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

IN WITNESS WHEREOF, the Enterprise Amusement Company, Inc., has caused this mortgage to be signed in its name by its President, and its Corporate Seal duly affixed and attested by its Secretary.



L. Hupp
Hupp, Secretary

ENTERPRISE AMUSEMENT COMPANY, INC.

By James F. Hupp
James F. Hupp, President

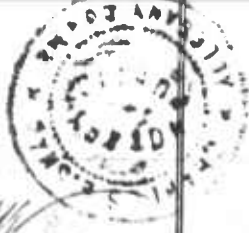
State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 12th day of October
 in the year Nineteen Hundred and Fifty-Four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 James F. Hupp, President of Enterprise Amusement Company, Inc.,
 and _____ acknowledged the foregoing mortgage to be _____ its
 act and deed; and at the same time before me also personally appeared
 John H. Mosner, Cashier of
 the within named mortgagee and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.

[Signature]

Notary Public



FILED AND RECORDED OCTOBER 13th 1954 at 10:15 A.M.

This Mortgage, Made this Twelfth day of OCTOBER,
 in the year Nineteen Hundred and Fifty -four, by and between
 HOWARD A. FROST AND CLARA N. FROST, HIS WIFE, OF THE CITY OF CUMBER
~~LAND~~ ALLEGANY County, in the State of MARYLAND,
 parties of the first part, and ADAM E. FROST AND BERTHA FROST, HIS WIFE,
 OF THE CITY OF CUMBERLAND, ~~AND THE SURVIVOR OF THEM,~~

~~AND THE SURVIVOR OF THEM,~~ ALLEGANY County, in the State of MARYLAND,
 parties of the second part, WITNESSETH:



Whereas, the said parties of the first part now owe and stand indebted unto the said parties of the second part in the just and full sum of FOUR THOUSAND (\$4,000.00) DOLLARS, borrowed money, and as evidence of said indebtedness have given their promissory note, bearing even date with this mortgage, AND PAYABLE TO THE ORDER OF THE PARTIES OF THE SECOND PART ON OR BEFORE SIX YEARS FROM DATE, WITH INTEREST FROM DATE AT THE RATE OF THREE (3%) PER CENTUM PER ANNUM, PAYABLE MONTHLY, PAYMENT OF INTEREST TO RUN TO THE EXTENT OF ANY PAYMENT OR PAYMENTS MADE ON ACCOUNT OF THE PRINCIPAL DEBT FROM THE TIME ANY SUCH PAYMENT OR PAYMENTS ARE MADE; and in order to secure the payment of said principal debt, together with the interest thereon, this mortgage is executed.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said Howard A. Frost and Clara N. Frost, his wife,

do give, grant, bargain and sell, convey, release and confirm unto the said Adam E. Frost and Bertha Frost, his wife, their-----

heirs and assigns, the following property, to-wit:

ALL OF THOSE CERTAIN TWO LOTS OR PARCELS OF GROUND, SITUATED AND LYING ON MARY STREET, IN THE CITY OF CUMBERLAND, ALLEGANY COUNTY, MARYLAND, KNOWN AND DESIGNATED ON THE PLAT OF THE HUMBIRD LAND AND IMPROVEMENTS COMPANY AS LOTS NUMBERS FOUR HUNDRED AND FORTY-FOUR (NO. 444) AND FOUR HUNDRED AND FORTY-FIVE (NO. 445), AND DESCRIBED AS AN ENTIRETY IN A DEED FOR THE SAME FROM JOSEPH W. LEWIS AND DOROTHY E. LEWIS, HIS WIFE, TO THE SAID HOWARD A. FROST AND CLARA N. FROST, HIS WIFE, BEARING DATE THE 10TH DAY OF AUGUST, IN THE YEAR 1954, AND DULY RECORDED AMONG THE LAND RECORDS OF ALLEGANY COUNTY, AS FOLLOWS, TO WIT:

BEGINNING for the same on the south side of Maryland (Mary) street and at the end of the first line of Lot No. 443, and running thence with said Street,

1. South $53\frac{1}{2}$ degrees West, SIXTY FEET, thence
2. South $36\frac{1}{2}$ degrees West, ONE HUNDRED AND FIFTY FEET TO AN ALLEY, and with it
3. North $53\frac{1}{2}$ degrees (West (East?)) SIXTY FEET to the end of the second line of Lot No. 443, and with it reversed
4. North $36\frac{1}{2}$ degrees East, ONE HUNDRED AND FIFTY FEET to the beginning.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Howard A. Frost and Clara N. Frost, his wife, their----- heirs, executors, administrators or assigns, do and shall pay to the said Adam E. Frost and Bertha Frost, his wife, their -----

executor s. administrators or assigns, the aforesaid sum of FOUR THOUSAND (\$4,000.00)
DOLLARS,-----

together with the interest thereon, as and when the same shall become due and payable, and in
the meantime do and shall perform all the covenants herein on ~~----their----~~ part to be
performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said Howard A.
Frost and Clara N. Frost, his wife,-----

----- may hold and possess the aforesaid property, upon paying in
the meantime, all taxes, assessments and public liens levied on said property, all which taxes,
mortgage debt and interest thereon, the said Howard A. Frost and Clara N. Frost,
his wife,-----

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the in-
terest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage,
then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said Adam E. Frost and
Bertha Frost, his wife,--their-----

heirs, executors, administrators and assigns, or -----Urner G. Carl,-----
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said Howard A. Frost and
Clara N. Frost, his wife, their----- heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, ~~-----their~~ representatives, heirs or assigns.

And the said Howard A. Frost and Clara N. Frost, his wife,
----- further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
Company or companies acceptable to the mortgagees or ~~-----their~~-----
assigns, the improvements on the hereby mortgaged land to the amount of at least

----- Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagees, ~~-----their~~----- heirs or assigns, to the extent
of his, her or----- their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagees, or the mortgagees may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt..

Witness, ~~the said and not at said mortgagors~~ the hands and seals of said
mortgagors.

Attest

Howard A. Frost [SEAL]
Howard A. Frost
Clara N. Frost [SEAL]
Clara N. Frost
[SEAL]
[SEAL]

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this thirteenth day of OCTOBER,
 in the year nineteen hundred and fifty - four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared Howard
 A. Frost and Clara H. Frost, his wife,
 and ~~each~~ acknowledged the foregoing mortgage to be their respective
 act and deed; and at the same time before me also personally appeared Bertha Frost, one
of the within named mortgagees,
~~and made oath in due form of law, that the consideration in said~~
 mortgage is true and bona fide as therein set forth.



Witness my hand and Notarial Seal the day and year aforesaid.

J. L. Richards
 Notary Public.

Compared and Mailed *J. L. Richards*

J. L. Richards Atty City
Nov 15 1954

FILED AND RECORDED OCTOBER 13th 1954 at 11:00 A.M.

This Mortgage, Made this 11th day of October,

in the year Nineteen Hundred and Fifty - four, by and between

Floyd G. Grady and Nellie C. Grady, his wife,

of Allegany County, in the State of Maryland,

parties of the first part, hereinafter called mortgagor s, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
 WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagor s, the sum of

FIFTY-TWO HUNDRED Dollars,

which said sum the mortgagor s agree to repay in installments with interest thereon from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of FOURTY Dollars,
on or before the first day of each and every month, from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagor s do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that tract or parcel of ground situated at North Branch, in Allegany County, in the State of Maryland, and more particularly described as follows, to-wit:

BEGINNING for the same at a stake standing at the end of the second line of parcel of ground conveyed by John L. Siebert, et al., to Georgia Marilyn Heyser, Trustee for Dorothy Lee Everett, by deed dated September 21, 1932, and recorded in Liber No. 168, folio 592, one of the Land Records of Allegany County, and continuing thence with the third line of said deed (Magnetic Bearings as of March, 1947, and surface measurements) South 73 degrees 50 minutes East 19'-54 1/100 feet to the center of a road leading up Irons Mountain, said point also stands 203'-2 1/10 feet on the seventh line of tract of ground conveyed by John L. Siebert, et al., to George A. Zimmerly, by deed dated February 7, 1919, and recorded in Liber No. 109, folio 479, one of the Land Records of Allegany County, and continuing thence up the Irons Mountain Road that leads to the George A. Zimmerly Farm and with the remainder of said seventh, eighth, ninth, tenth, eleventh, twelfth and thirteenth lines of said Zimmerly tract of ground, South 8 degrees West 25'-3 1/10 feet, South 12 degrees 30 minutes West 241 feet, South 3 degrees 30 minutes West 164 feet, South 7 degrees 30 minutes East 210 feet, South 10 degrees 30 minutes West 193 feet, South 13 degrees East 264 feet, South 13 degrees 30 minutes East 103'-1 1/10 feet to an iron stake on the West side of said road intersecting the division line of the John L. Siebert Farm, thence with the fifth line of the aforementioned John L. Siebert Farm, about South 49 degrees West 219'-4 1/10 feet to a stake standing at a cliff of rocks, then North 45 degrees 30 minutes East 260 feet to the East boundary of the 100 feet wide Right of Way,

thence with said Right of Way in a northerly direction about 700 feet to the stake standing at the intersection of the center of the old "Oldtown Road" with the said Right of Way, thence with the center line of the said original "Oldtown Road", North 18 degrees East 546'-2 1/10 feet to the beginning, containing 9'-2 1/10 acres, more or less.

This being the same property which was conveyed by Anna A. Siebert, widow, et al., unto the said Floyd G. Grady and Nellie Catherine Grady, his wife, by deed dated April 15, 1947, and recorded among the Land Records of Allegany County, Maryland, in Liber 214, folio 434.

The above described property is improved by a frame covered with stone dwelling house having a hot air furnace, full basement and concrete block foundation, which building is now in the course of construction. The Mortgagors hereby covenant with the Mortgagee that all of the proceeds of this loan will be used to pay for the costs of completing the said building and that there will be no unpaid labor and material bills or mechanics liens against the said building and that it will be completed within a reasonable time.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred Dollars nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagor S hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor S, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor S may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor S hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagor S, their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor S, their representatives, heirs or assigns.

And the said mortgagor S, their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum of FIFTY-TWO HUNDRED Dollars

in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagors.

Attest:

*Rosalie A. Crabtree**Floyd P. Grady* (SEAL)
Nellie C. Grady (SEAL)State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 11th day of October,
in the year nineteen hundred and fifty-four, before me, the
subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Floyd P. Grady and Nellie C. Grady, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared Thomas Lohr Richards,
Attorney and agent for the within named mortgagee and made oath in due form of law, that the
consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due
form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Rosalie A. Crabtree

FILED AND RECORDED OCTOBER 13" 1954 at 12:50 P.M.

This Mortgage, Made this 11th day of OCTOBER in the
year Nineteen Hundred and fifty-four by and between
The Second Baptist Church of Cumberland, Maryland, a Maryland
Corporation,

of Allegany County, in the State of Maryland, part Y of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Three Thousand & 00/100 - - - - (\$3,000.00) - - - - - Dollars,



which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 per cent. per annum, in the manner following:

By the payment of Thirty & 00/100 - - - (\$30.00) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do ~~ee~~ give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot on the east side of Arch Street, in Cumberland, Allegany County, Maryland, known as Lot No. 205 in the Cumberland Improvement and Investment Company's Southern Addition to Cumberland, a plat of which said addition is recorded in Liber 1, folio 35 one of the Plat Records of Allegany County, Maryland, and described as follows, to-wit:

Beginning on the east side of Arch Street at a point where the south side of Perry Alley, if extended eastward, would intersect said east side, and running then parallel to First Street South 71 degrees and 26 minutes East 100 feet to the westerly side of Hattie Alley; then with said alley North 18 degrees and 34 minutes east to the southerly side of Oldtown Road; then with Oldtown Road to Arch Street; and then with the east side of Arch Street South 18 degrees 34 minutes West to the beginning.

Being the same property which was conveyed unto the party of the first part by deed of Blue Willison and Francis N. Willison, her husband, dated the 24th day of November, 1920 and recorded in Liber No. 135, folio 118 among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenants to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrants generally to, and covenants with, the said mort-

gagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that it will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor, ~~its successors~~ ~~heirs, executors, administrators~~ or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on its part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenants to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Three Thousand & 00/100 - - - (\$3,000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

THE SECOND BAPTIST CHURCH OF CUMBERLAND,
MARYLAND,

Wm. Lewis H. England
Secretary

By Carl J. Cook [SEAL]
President

[SEAL]

[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify. That on this 11TH day of OCTOBER
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
Wm. C. Cumberland, President of The Second Baptist Church
of Cumberland, Maryland,
be its corporate
~~the said mortgagee~~ and he acknowledged the foregoing mortgage to ~~his~~ act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



my hand and Notarial Seal the day and year aforesaid.

Gerard L. Hana
Notary Public.

RECORD FIRST
FILED AND RECORDED OCTOBER 13th 1954 at 120P.M.

DISCARE MONEY

This Mortgage, Made this 11th day of OCTOBER in the
year Nineteen Hundred and fifty-four by and between
Willard Ralph Fearer and Ottilie Fearer, his wife,

_____ of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Seven Thousand Five Hundred & 00/100 - - (\$7500.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Fifty-one & 60/100 - - - (\$51.60)----- Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

FIRST: All those two several lots or parcels of land situated on the south side of Lynn Street in the City of Cumberland, Allegany County and State of Maryland, and particularly described as follows, to-wit:

First Parcel:

Beginning for the same at a point on the south side of Lynn Street as shown, distant North 82 degrees and 35 minutes West 275 feet from the intersection of the southerly side of Lynn Street, as widened with the westerly side of Henderson Street and running then with the southerly side of Lynn Street North 82 degrees and 35 minutes West 30 feet, then at right angles to Lynn Street, South 7 degrees and 25 minutes West 100 feet to Zihlman Alley, then with said alley, South 82 degrees and 35 minutes East 30 feet, then North 7 degrees and 25 minutes West 100 feet to the beginning.

Second Parcel:

Beginning for the same at a point on the southerly side of Lynn Street as shown, distant North 82 degrees and 35 minutes West 260 feet from the intersection of the southerly side of Lynn Street with the westerly side of Henderson Street and running then with the southerly side of Lynn Street, North 82 degrees and 35 minutes West 30 feet, then at right angles to Lynn Street, South 7 degrees and 25 minutes West 100 feet to a 10 foot alley, then with said alley South 82 degrees and 35 minutes East 30 feet, then North 7 degrees and 25 minutes West 100 feet to the place of beginning.

SECOND: All those lots or parcels of ground situate in Cumberland, Allegany County, Maryland, and known as Lots 91 and 92 in Riverside Addition, a plat of which addition is recorded in Deed Liber 132, folio 717, among the Land Records of Allegany County, Maryland, and more particularly described as one parcel as follows, to-wit:

Beginning for the same on the southerly side of Lynn Street at a point distant North 77 degrees 26 minutes West 300 feet from the intersection of the southerly side of Lynn Street with the westerly side of Fobbins Terrace (formerly known as Henderson Street) and running then with said side of said Lynn Street North 77 degrees 26 minutes West 60 feet; then South 12 degrees 39 minutes West 100 feet to the northerly side of a 10 foot alley; then with said side of said alley South 77 degrees 26 minutes East 60 feet; then North 12 degrees 39 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Bryan E. Shepp and Dorothy L. Shepp, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and

improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand Five Hundred & 00/100 - - (\$7500.00) - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

William H. HarmanWillard Ralph Fearer

[SEAL]

Willard Ralph Fearer

Ottilee Fearer

[SEAL]

Ottilee Fearer

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 11th day of OCTOBERin the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Willard Ralph Fearer and Ottilee Fearer, his wife,
the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

William H. Harman

Notary Public

RECEIVED SECOND

FILED AND RECORDED OCTOBER 13th 1954 at 1:20 P.M.
secondThis Mortgage, Made this 11th day of OCTOBER

in the year Nineteen Hundred and Fifty-four, by and between

Willard Ralph Fearer and Ottilee Fearer, his wife,
of Allegany County, in the State of Maryland

part 1st of the first part, and

Bryan E. Shepp and Dorothy L. Shepp, his wife,
of Allegany County, in the State of Maryland

part 1st of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly and bona
fide indebted unto the said parties of the second part in the full and
just sum of \$2,000.00 and to secure the payment, together with the
interest thereon, when and as the same may become due and payable, this
mortgage is given.

Said mortgagors agree to pay to said mortgagees interest at the
rate of 4% per annum, payable semi-annually for two years accounting
from the date of this mortgage, and thereafter, interest at the rate of
6% per annum together with payments of \$25.00 each and every month, pay-
able on the 1st day of each and every month, accounting from the 11th
day of October, 1956, interest payments to be made monthly.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof together with the interest thereon, the said _____

Willard Ralph Fearer and Ottillie Fearer, his wife,
do give, grant, bargain and sell, convey, release and confirm unto the said

Bryan E. Shepp and Dorothy L. Shepp, his wife, their

heirs and assigns, the following property, to-wit:

FIRST: All those two several lots or parcels of land situated on the south side of Lynn Street in the City of Cumberland, Allegany County and State of Maryland, and particularly described as follows, to-wit:

First Parcel:

Beginning for the same at a point on the south side of Lynn Street as widened, distant North 82 degrees and 35 minutes West 275 feet from the intersection of the southerly side of Lynn Street as widened with the westerly side of Henderson Street and running then with the southerly side of Lynn Street North 82 degrees and 35 minutes West 50 feet, then at right angles to Lynn Street, South 7 degrees and 25 minutes West 100 feet to Zihlman Alley, then with said alley, South 82 degrees and 35 minutes East 30 feet, then North 7 degrees and 25 minutes East 100 feet to the beginning.

Second Parcel:

Beginning for the same at a point on the southerly side of Lynn Street as widened, distant North 82 degrees and 35 minutes West 240 feet from the intersection of the southerly side of Lynn Street with the westerly side of Henderson Street and running then with the southerly side of Lynn Street, North 82 degrees and 35 minutes West 30 feet, then at right angles to Lynn Street South 7 degrees and 25 minutes West 100 feet to a 10 foot alley, then with said alley South 82 degrees and 35 minutes East 30 feet, then North 7 degrees and 25 minutes East 100 feet to the place of beginning.

SECOND: All those lots or parcels of ground situate in Cumberland, Allegany County, Maryland, and known as Lots 91 and 92 in Riverside Addition, a plat of which addition is recorded in Deeds Liber 132, folio 717, among the Land Records of Allegany County, Maryland, and more particularly described as one parcel as follows, to-wit:

Beginning for the same on the southerly side of Lynn Street at a point distant North 77 degrees 26 minutes West 300 feet from the intersection of the southerly side of Lynn Street with the westerly side of Robbings Terrace (formerly known as Henderson Street) and running then with said side of said Lynn Street North 77 degrees 26 minutes West 60 feet; then South 12 degrees 39 minutes West 100 feet to the northerly side of a 10 foot alley; then with said side of said alley South 77 degrees 26 minutes East 60 feet; then North 12 degrees 39 minutes East 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Bryan E. Shepp and Dorothy L. Shepp, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said Willard Ralph Fearer & Ottillie Fearer,
his wife, their heirs, executors, administrators or assigns, do and shall pay to the said
Bryan E. Shepp and Dorothy L. Shepp, their
executors, administrators or assigns, the aforesaid sum of _____

Two Thousand & 00/100 - - (\$2,000.00) - - - - - Dollars
together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____

Willard Ralph Fearer and Ottillie Fearer, his wife,

may hold and possess the aforesaid property, upon paying in

the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said Willard Ralph Fearer and Ottillie

Fearer, his wife,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

Bryan E. Shepp and Dorothy L. Shepp, his wife, their

heirs, executors, administrators and assigns, or George W. Legge, his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then

matured or not; and as to the balance, to pay it over to the said Willard Ralph Fearer and Ottillie Fearer, his wife, their

heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors their representatives, heirs or assigns.

And the said Willard Ralph Fearer and Ottillie Fearer,

his wife,

further covenant to

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance

Company or companies acceptable to the mortgagees or their

assigns, the improvements on the hereby mortgaged land to the amount of at least

Two Thousand & 00/100 - - - - (\$2,000.00) - - - - Dollars,

and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,

to inure to the benefit of the mortgagees, their heirs or assigns, to the extent

of their lien or claim hereunder, and to place such policy or

policies forthwith in possession of the mortgagees, or the mortgagee may effect said insurance

and collect the premiums thereon with interest as part of the mortgage debt..

Witness, the hand and seal of said mortgagors.

Attest:

William H. Harman

Willard Ralph Fearer

Willard Ralph Fearer

[SEAL]

Ottillie Fearer

Ottillie Fearer

[SEAL]

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 11th day of OCTOBER

in the year nineteen Hundred and Fifty-four, before me, the subscriber,

a Notary Public of the State of Maryland, in and for said County, personally appeared

Willard Ralph Fearer and Ottillie Fearer, his wife,

and they acknowledged the foregoing mortgage to be their

act and deed; and at the same time before me also personally appeared

Bryan E. Shepp and Dorothy L. Shepp, his wife,

the within named mortgagees, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal the day and year aforesaid.



William H. Harman

Notary Public.

Continued on p. 539
To Mt. Airy City
Nov. 15 1954

FILED AND RECORDED OCTOBER 13th 1954 at 1:10 P.M.

THIS MORTGAGE, Made this 8th day of October, 1954, by and between LESLIE E. HIGGS, JR. and EILEEN L. HIGGS, his wife, of Allegany County, Maryland, parties of the first part, and THE FIRST NATIONAL BANK OF CUMBERLAND, a banking corporation, duly organized under the laws of the United States, party of the second part, WITNESSETH:



WHEREAS, the parties of the first part are justly and bona fide indebted unto the party of the second part in the full and just sum of One Thousand Nine Hundred (\$1,900.00) Dollars, with interest from date at the rate of six per cent (6%) per annum, which said sum the said parties of the first part covenant and agree to pay in equal monthly installments of Twenty One Dollars and Nine Cents (\$21.09) on account of interest and principal, payments to begin on the 8th day of November, 1954, and continuing on the same day of each and every month thereafter until the whole of said principal sum and interest is paid. The said monthly payments shall be applied, first, to the payment of interest, and, secondly, to the payment of principal of the mortgage indebtedness.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

That for and in consideration of the premises and of the sum of One (\$1.00) Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness, together with the interest thereon, and in order to secure the prompt payment of such future advances, together with the interest thereon, as may be made by the party of the second part to the parties of the first part prior to the full payment of the aforesaid mortgage indebtedness, and not exceeding in the aggregate the sum of Five Hundred (\$500.00) Dollars, and not to be made in an amount which would cause the total mortgage indebtedness to exceed the original amount thereof, and to be used

for paying of the costs of any repairs, alterations or improvements to the hereby mortgaged property, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, its successors and assigns:

ALL that lot or parcel or land in or near Cresaptown, Allegany County, Maryland, known as Lot No. 229 in Cresap Park Addition, a plat of said Addition being filed among the Land Records of Allegany County in Plat Box No. 90, and which said lot is more particularly described as follows, to-wit:

LOT NO. 229. BEGINNING at a point on the Southerly side of Valley View Drive at the end of the first line of Lot No. 228; and running with Valley View Drive, North 59 degrees East 45 feet to the end of the fourth line of Lot No. 230; and with said fourth line reversed, 227.5 feet; thence South 57 degrees .05 minutes West 45.08 feet to the end of the second line of Lot No. 228; and with it reversed, 230.2 feet to the point of beginning.

It being the same property conveyed to the parties of the first part by A. Marteene Manges, Trustee, by deed dated the 23rd day of July, 1948, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 221, folio 595.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, its successors or assigns, the aforesaid sum of One Thousand Nine Hundred (\$1,900.00) Dollars, together with the interest thereon, in the manner and at the time as above set forth, and such future advances together with the interest thereon, as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all of which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable; and it is covenanted and agreed that in the event the parties of the first part shall not pay all of said taxes, assessments and public liens as and when the same become due and payable, the second party shall have the full legal right to pay the same, together with all int-

erest, penalties, and legal charges thereon, and collect the same with interest as part of this mortgage debt.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant, or condition of this mortgage, then the entire mortgage debt intended to be hereby secured, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors or assigns, or Walter C. Capper, their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, including such future advances as may be made by the party of the second part to the parties of the first part as hereinbefore set forth, whether the same shall have then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power, but no sale, one-half of the above commissions shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith and, pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged property to the amount of at least One Thousand Nine Hundred (\$1,900.00) Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed as, in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums

thereon with interest as part of the mortgage debt.

WITNESS the hands and seals of the said mortgagors.

WITNESS as to both:

Leslie E. Higgs, Jr. (SEAL)
Leslie E. Higgs, Jr.

Eileen L. Higgs

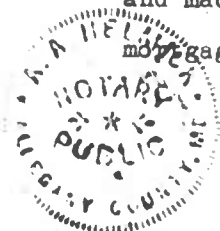
Eileen L. Higgs (SEAL)
Eileen L. Higgs

STATE OF MARYLAND,

ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 14 day of October, 1954, before me, the subscriber, a Notary Public in and for the State and County aforesaid, personally appeared LESLIE E. HIGGS, JR. and EILEEN L. HIGGS, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed; and, at the same time, before me also personally appeared ALBERT W. TINDAL, President of The First National Bank of Cumberland, the within named mortgagee, and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth.

WITNESS my hand and Notarial Seal.



A. A. Helms
Notary Public
Commission expires May 2, 1955

FILED AND RECORDED OCTOBER 13th 1954 at 1:20 P.M.

purchase money

This Mortgage, Made this 12TH day of OCTOBER in the year Nineteen Hundred and fifty -four by and between George H. Lewis and Gladys P. Lewis, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Five Thousand & 00/100 - - - - - (\$5,000.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Forty & 85/100 - - - - - (\$40.85) - - - - - Dollars

on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the northerly side of Baltimore Pike in Election District No. 21 about 2 miles easterly of Cumberland, Allegany County, Maryland, which said parcel is more particularly described as follows, to-wit:

Beginning for the same at the end of the first line of the lot conveyed by Howard Perrin et ux, to Edwin W. Lewis et ux, by deed dated October 7, 1952, recorded in Liber No. 245, folio 30 Allegany County Land Records, and running then with said Baltimore Pike North 64 degrees West 65 feet to a stake, then North 26 degrees East 300 feet to a stake, then South 64 degrees East 65 feet to a stake and then South 26 degrees West 300 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Howard Perrin and Nettie Perrin, his wife, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same

shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

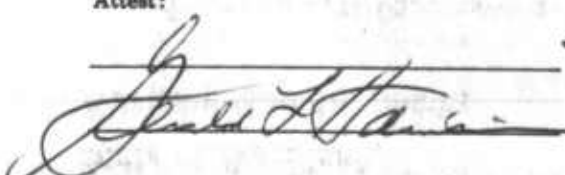

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Five Thousand & 00/100 - - - (\$5,000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

 [SEAL]
George H. Lewis
 [SEAL]
Gladys R. Lewis
_____[SEAL]
_____[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 12TH day of OCTOBER,
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared
George H. Lewis and Gladys P. Lewis, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act
and deed; and at the same time before me also personally appeared George W. Legge, Attorney and
agent for the within named mortgagee and made oath in due form of law, that the consideration
in said mortgage is true and bona fide as therein set forth, and did further make oath in due form
of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George W. Legge
Notary Public.

Compared and attested Delivered &
To Geo W Legge Notary Public
Date 12-19-54

FILED AND RECORDED OCTOBER 13th 1954 at 12:50 P.M.

This Mortgage, Made this 12TH day of OCTOBER in the
year Nineteen Hundred and fifty-four by and between

S. Russ Minter and Florence B. Minter, his wife,

of Allegany County, in the State of Maryland, part ~~1250~~ of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-
land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
Fifteen Thousand & 00/100 (\$15,000.00) - - - - - Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon from
the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of One Hundred Twenty-two & 57/100 - (\$122.57) Dollars
on or before the first day of each and every month from the date hereof, until the whole of said



principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

(1) All that tract or parcel of land, formerly known as the "Bruck Farm" lying in or near the Town of Mount Savage, in Allegany County, in the State of Maryland, which was conveyed unto the said Stanley E. Weimer and Helen A. Weimer, his wife, by John F. Schellhaus and Jane V. Schellhaus, his wife, by a deed dated the 11th of October, 1912, and recorded in Liber No. 194, folio 437, one of the Land Records of Allegany County, and being also the same tract or parcel of land which was conveyed unto the said John F. Schellhaus and Jane V. Schellhaus, his wife, by Bertie May Spitznagel and Clarence A. Spitznagel, her husband, by a deed dated the 1st day of March, 1920, and recorded in Liber No. 139, folio 223, one of the Land Records of Allegany County, Maryland.

Excepting, however, from the property above described and referred to, all those parts or parcels thereof which the said John F. Schellhaus and Jane V. Schellhaus, his wife, conveyed unto Theodore Blank, by deed dated August 10, 1938, and recorded in Liber 181, folio 510, of said Land Records, reference to which said deed is hereby made for a full and complete description of said parcels of land therein conveyed.

(2) All that tract or parcel of land situated in or near the Town of Mount Savage, in Allegany County, in the State of Maryland, which is more particularly described as follows, to-wit:

Beginning for the same at a point on the division between the property of the Western Maryland Railway Company and the property now or formerly owned by Harry G. Poss, said point being South 29 degrees 47 minutes East a distance of 160.5 feet from original survey station 560 + 31.0 (Valuation Station 9186 + 38.1) on the center line between present tracks of the said Western Maryland Railway; then running through and across the property of the Western Maryland Railway Company with the following courses and distances; North 55 degrees 45 minutes East parallel with and distant 160 feet from the center line 484.7 feet; then northeasterly by a curve to the right with a radius of 659.02 feet

(to which curve the last mentioned line is tangent at the end thereof) 285.4 feet to a point in the westernmost boundary line of land made a reservation in a deed dated April 24, 1911, to the Western Maryland Railway Company from Henry T. Bruck, et al; then along the boundary line of said reservation with the following courses and distances; South 2 degrees 54 minutes East 82.4 feet to a post corner; North 87 degrees 06 minutes East 150 feet to a post corner; North 2 degrees 54 minutes West 89.4 feet; then leaving said boundary line and running parallel with and distant 160 feet from said center line with the following courses and distances; southeasterly by a curve to the right with a radius of 659.02 feet a distance of 725.2 feet, South 23 degrees 19 minutes East 289.9 feet; southeasterly by a curve to the left with a radius of 979.02 feet (to which curve the last mentioned line is tangent at the end thereof) 1118.7 feet to a point in the division line between the property of the said Western Maryland Railway Company and the property of Henry Mullaney, which point bears South 5 degrees 02 minutes West 160.4 feet from original survey station 591 + 660 (Valuation Station 9154 + 58.1), on the said center line; then along the said division line South 5 degrees 02 minutes West 134.5 feet to the southeasternmost corner of a parcel of land conveyed by said deed dated April 24, 1911, to Western Maryland Railway Company from Henry T. Bruck, et al; then along the southerly boundaries of said parcel of land with the following courses and distances; North 65 degrees 03 minutes West 1181.5 feet; North 18 degrees 00 minutes East 82.0 feet; North 54 degrees 54 minutes West 181 feet; North 52 degrees 19 minutes West 192 feet; South 32 degrees 45 minutes West 301 feet; North 81 degrees 33 minutes West 649.1 feet to the division line between the property of the Western Maryland Railway Company and the property now or formerly owned by Harry G. Poss; and then along said division line North 29 degrees 47 minutes West 417.6 feet to the place of beginning. Containing 22.11 acres of land, more or less.

Including an easement of a right-of-way in and to the grade crossing over the Western Maryland Railway Company connecting the two

within conveyed parcels, which easement is described in a deed to John P. Schellhaus from the Western Maryland Railway Company dated August 11, 1922, which is recorded in Liber 141, folio 227 one of the Land Records of Allegany County, Maryland.

Being the same property which was conveyed unto the parties of the first part by deed of Stanley E. Welmer et ux, dated May 14, 1954, which is recorded in Liber 258, folio 569 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Fifteen Thousand & 00/100 - - - (\$15,000.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under

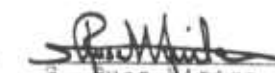
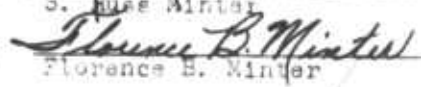
the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage; and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:



 [SEAL]
S. Russ Minter
 [SEAL]
Florence B. Minter
[SEAL]

State of Maryland,
Allegany County, to-wit:

I hereby certify, That on this 12TH day of OCTOBER
in the year nineteen Hundred and Fifty -four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

S. Russ Minter and Florence B. Minter, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public.

Being the same property which was conveyed unto the parties of the first part by deed of Myrtle E. Reed, widow, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Seven Thousand & 00/100 - - - - (\$7000.00) - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgagee under the terms and conditions herein set forth.

as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

  [SEAL]
Joseph F. Reissig
 [SEAL]
E. Marie Reissig

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 11TH day of OCTOBER

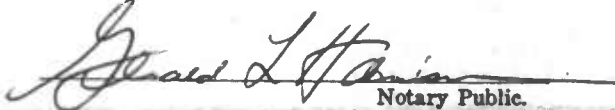
in the year nineteen Hundred and Fifty-four, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Joseph F. Reissig and E. Marie Reissig, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.




Notary Public.

FILED AND RECORDED OCTOBER 14th 1954 at 11:55 A.M.

This Mortgage, Made this 12th day of OCTOBER in the
year Nineteen Hundred and fifty -four- by and between

Ronald Y. Lohr and Marien B. Lohr, his wife,

of Allegany County, in the State of Maryland, parties of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Nine Thousand Five Hundred & 00/100 - - - (\$9,500.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Seventy-seven & 63/100 - - (\$77.63) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that lot, piece or parcel of ground lying and being on the easterly side of Williams Road in Flintstone District, Allegany County, Maryland, comprising a part of a tract of land called "Scoopid" which said parcel is more particularly described as follows, to-wit:

Beginning for the same at a point $8\frac{1}{2}$ feet northerly of a forked red oak standing on the easterly side of the Williams Road and running then South $58\frac{1}{2}$ degrees East 119 perches to a locust stake at the beginning of the parcel of ground conveyed by Palmer W. Bottenfield et ux, to Thomas Dolan et ux, dated November 8, 1912, which is recorded in Liber No. 111, folio 170 one of the Land Records of Allegany County, Maryland, and then reversing the 7th line of said Dolan deed South 38 degrees West 80 perches to a locust stake at the end of the 6th line of said Dolan tract of land, then North 64 degrees West 103 perches to the easterly side of the Williams Road, and then with said road North 10 degrees East 16 perches North 25 degrees East 20 perches North 31 degrees East 29 perches to the beginning of a deed from Thomas Twigg to Oliver Twigg and then continuing with said Williams Road by a straight line to the place of beginning.



Being the same property which was conveyed unto the parties of the first part by deed of Palmer W. Bottenfield, widower, dated the 18th day of May, 1954, and recorded in Liber No. 258, folio 567, among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein contained, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand Five Hundred & 00/100 - - - (\$9,000.00) Dollars and to cause the policy or policies issued therefore to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

George W. Legge *Ronald Y. Lohr* [SEAL]
Marian B. Lohr [SEAL]
 Ronald Y. Lohr
 Marian B. Lohr

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 12TH day of OCTOBER in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ronald Y. Lohr and Marian B. Lohr, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



Witness my hand and Notarial Seal the day and year aforesaid.

George W. Legge
 Notary Public.

Being the same property which was conveyed unto the parties of the first part by deed of Palmer W. Bottenfield, widower, dated the 18th day of May, 1954, and recorded in Liber No. 258, folio 567, among the Land Records of Allegany County, Maryland.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

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The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein contained in part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Nine Thousand Five Hundred & 00/100 - - - (\$9,000.00) Dollars and to cause the policy or policies issued herefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagor to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors

Attest:

  [SEAL]
Ronald Y. Lohr
 [SEAL]
Marian B. Lohr

State of Maryland,

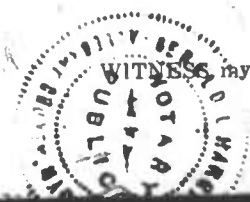
Allegany County, to-wit:

I hereby certify, That on this 12TH day of OCTOBER

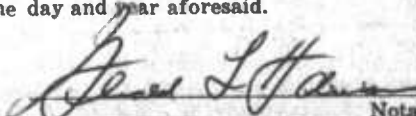
in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Ronald Y. Lohr and Marian B. Lohr, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public.

(Compared and found correct)

To Mortgage City
Nov. 15 1954

LIBER 307 PAGE 554

FILED AND RECORDED OCTOBER 14" 1954 at 9:25 A.M.

This Mortgage, Made this 12th day of

~~September~~ in the year nineteen hundred and fifty-four, by and between Pauline W. Brooks and Frank H. Brooks, her husband of Westchester County, in the State of New York, of Allegany County, Maryland, of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and The Liberty Trust Company, a corporation duly incorporated under the laws of Maryland, and having its principal office in the City of Cumberland, Allegany County, Maryland, of the second part, hereinafter sometimes called mortgagee,

Witnesseth:

Whereas, the said

Pauline W. Brooks and Frank H. Brooks, her husband, stand indebted unto the said The Liberty Trust Company in the just and full sum of Eight Hundred Twenty-Five (\$825.00) - - - - - Dollars, payable to the order of the said The Liberty Trust Company, one year after date with interest from date at the rate of Six (6%) per centum per annum, payable quarterly as it accrues, at the office of The Liberty Trust Company in Cumberland, Maryland, on March 31, June 30, September 30, and December 31 of each year, the first pro-rata quarterly interest hereunder to be payable on ~~September 30, 1954~~ December 31.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Pauline W. Brooks and Frank H. Brooks, her husband, does hereby bargain and sell, give, grant, convey, transfer, assign, release and confirm unto the said The Liberty Trust Company, its successors and assigns, the following property to-wit:

All that property situated on the Westerly side of Wallace Street, in the City of Cumberland, Maryland, it being the same property which was devised unto Pauline Wood Brooks under the Last Will and Testament of Clara Jackson, which Will was admitted to probate on March 22, 1928, and recorded in the Office of the Register of Wills for Allegany County, Maryland, in Liber S, page 72, and it being the same property which was conveyed unto the said Clara Jackson by the following two deeds: Deed from Rebecca Henderson, et al, dated November 19, 1888, and recorded in Liber No. 65, folio 649, one of the Land Records of Allegany County, and Deed from Weyand Doerner and wife dated March 12, 1890, and recorded in Liber No. 83, folio 645, one of the said Land Records.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the said above described property unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators, or assigns, does and shall pay to the said mortgagee, its successors or assigns, the aforesaid sum of Eight Hundred Twenty-Five - - - - Dollars, together with the interest thereon when and as the same becomes due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

IT IS AGREED, that it shall be deemed a default under this mortgage if the said mortgagor shall, except by reason of death, cease to own, transfer or dispose of the within described property without the written consent of the mortgagee.

AND WHEREAS, this mortgage shall also secure as of the date hereof, future advances made at the Mortgagee's option, prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum



of Five Hundred (\$500.00) Dollars, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof, provided the full amount of any such advance is used for paying the cost of any repair, alterations or improvements to the mortgaged property as provided by Chapter 903 of the Laws of Maryland passed at the January session in the year 1945 or any Amendments thereto.

AND IT IS FURTHER AGREED, that until default is made, and no longer, the mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, and on the mortgage debt and interest hereby intended to be secured, the said mortgagor hereby covenants to pay the said mortgage debt, the interest thereon, and all public charges and assessments when legally demandable; and it is further agreed that in case of default in said mortgage the rents and profits of said property are hereby assigned to the mortgagee as additional security, and the mortgagor also consents to the immediate appointment of a receiver for the property described herein.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said The Liberty Trust Company, its successors and assigns, or George R. Hughes, its, his or their duly constituted attorney or agent, are hereby authorized and empowered at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary; and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following, to wit: By giving at least twenty days' notice of time, place, manner and terms of sale, in some newspaper published in Cumberland, Maryland, which terms shall be cash on the day of sale or upon the ratification thereof by the court, and the proceeds arising from such sale to apply first: To the payment of all expenses incident to such sale, including taxes, and all premiums of insurance paid by the mortgagee, and a commission of eight per cent. to the party selling or making said sale, and in case said property is advertised, under the power herein contained, and no sale thereof made, that in that event the party so advertising shall be paid all expenses incurred and one-half of the said commission; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs, personal representatives or assigns.

AND the said mortgagor does further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns the improvements on the hereby mortgaged land, to the amount of at least

Eight Hundred Thirty (\$830.00) - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in the case of fire, to inure to the benefit of the mortgagee, its successors, or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And it is agreed that the powers, stipulations and covenants aforesaid are to extend to and bind the several heirs, executors, administrators, successors or assigns, of the respective parties thereto.

WITNESS, the hand and seal of said mortgagor.

ATTEST:

Mabel Brooks

Pauline W. Brooks (SEAL)
Pauline W. Brooks

Frank H. Brooks (SEAL)
Frank H. Brooks

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby Certify, that on this 12th day of September in the year nineteen hundred and fifty-four before me, the subscriber, a Notary Public of the State of Maryland in and for the county aforesaid, personally appeared

and acknowledged, the foregoing mortgage to be
 does, and at the same time, before me, also personally appeared Charles A. Piper,
 President of The Liberty Trust Company, the within named mortgagee and made oath in due form
 of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the
 said Charles A. Piper,
 did further, in like manner, make oath that he is the President, and agent or attorney for said
 corporation and duly authorized by it to make this affidavit.

In witness whereof I have hereto set my hand and affixed my notarial seal the day and year above written.

STATE OF NEW YORK, COUNTY OF WESTCHESTER *James* TO WIT:

I HEREBY CERTIFY, That on this 4th day of September, 1954, before me, the subscriber a Notary Public of the State and County aforesaid, personally appeared Pauline W. Brooks and Frank H. Brooks, her husband, and each acknowledged the foregoing Mortgage to be their act and deed.

WITNESS my hand and Notarial Seal the day and year above written.

ELLIOTT M. PRIOR
Notary Public, State of New York
No. 62-423209
Qualified in Westchester County
Commission Expires March 30, 1995

Novary P.V. 118

Compared and Matched ~~with~~
Mrs Rosa M Guard
To Cambridge Arms Co
Charles St 3rd Fl
Baltimore, Md. E4

FILED AND RECORDED OCTOBER 13th 1954 at 1:20 P.M.

This Contract of Sale of Mortgages, hereinafter called "this Contract", made in duplicate, entered into this seventh day of October A. D. 1954, by and between Cora M. Guard and Ursule Guard, both of the City of Baltimore, in the State of Maryland, parties of the first part; and The Cumberland Real Estate Corporation, a corporation duly incorporated under the laws of the State of Maryland, party of the second part; witnesseth:

Whereas, the said Cora M. Guard and the said Ursule Guard are the owners, as joint tenants, with full rights of survivorship, of two certain Mortgages, hereinafter described; and

Whereas, the said Gora M. Guard and the said Ursule Guard desire to sell said Mortgages, under the terms and conditions hereinafter set forth; and

Whereas, the said The Cumberland Real Estate Corporation has agreed to purchase said Mortgages, under the terms and conditions hereinafter set forth;

Now, therefore,

In consideration of the premises and in consideration of the mutual promises of the said parties to this contract to abide by and perform all and singular the terms, conditions, covenants and agreements hereinafter set forth; it is hereby mutually promised, covenanted and agreed:

That the said parties of the first part do hereby sell unto the said party of the second part, and that the said party of the second part does hereby buy from the said parties of the first part two certain Mortgages; to-wit:

A certain Mortgage made and dated November 9, A. D. 1920, by and between The Maryland Land Company, a corporation duly incorporated under the laws of the State of Maryland, ^{and Amelia L. Thomas,} and recorded among the Mortgage Records of Allegany County, State of Maryland, in Liber Number 77, folio 749, and through meane assignments of record, now owned by the said parties of the first part.

A certain Mortgage made and dated November 9, A. D. 1923, by and between The Maryland Land Company, a corporation duly incorporated under the laws of the State of Maryland, and Amelia S. Thomas, and recorded among the Mortgage Records of Allegany County, State of Maryland, in Liber Number 89, folio 324, and through meane assignments of record, now owned by the said parties of the first part.

Subject, however, to the following terms, conditions, covenants and agreements; to wit:

1. That the purchase price of said two Mortgages is Three Thousand Dollars, which shall be paid by the said party of the second part unto the said parties of the first part at the rate of Thirty Dollars per month for One Hundred Months; the first of said 100 monthly payments of \$30.00 each payment to be due and payable on October 7, A. D. 1934; and subsequent monthly payments of \$30.00 each payment to be due and payable on the seventh day of each month thereafter, until all of said 100 monthly payments of \$30.00 each payment shall have been paid, as aforesaid.

2. That when said \$3,000.00 purchase price shall have been paid in full, as aforesaid, the said parties of the first part, or the survivor of them, or the personal representative of the survivor of

them, shall assign said two Mortgages unto the said The Cumberland Real Estate Corporation.

3. That if the said party of the second part should be in default in the payment of more than two of said monthly payments, then, and in this event, this Contract shall be forfeited and henceforth null and void; ^{with absolute title to the mortgages restored to the first parties;} and all monies paid by the said party of the second part ~~shall~~ shall be retained by the said parties of the first part as stipulated and ~~big~~ liquidated damage for its breach of this Contract.

4. That the said party of the ^{second} ~~first~~ part may pay the balance due under the terms of this Contract at any time, and in this event said Mortgages shall be immediately assigned to it, as aforesaid.

5. That said Mortgages shall not be sold or assigned, except as set forth in this Contract; and this Contract shall not be assigned by either of said parties hereto without the written consent of the other party hereto.

6. That all and singular the terms, conditions, covenants and agreements set forth in this contract shall be binding on the said parties hereto, and their heirs, executors, administrators, successors and assigns.

7. That in the event of the death of either of the said parties of the first part during the existence of this contract, the survivor shall immediately notify the said party of the second part, so that said monthly payments shall be made to the survivor.

Witness our hands and seals the day and year first above written.

Witness:

Hannie Smith

Cora M. Guard (SEAL)
Cora M. Guard

Ureule Guard (SEAL)
Ureule Guard

Parties of the First Part

Attest:

Emma R. Richards
Emma R. Richards

Its Secretary

The Cumberland Real Estate Corporation

By *W. Carl Richards*
W. Carl Richards

Its President

Party of the Second Part

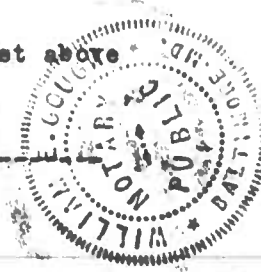
State of Maryland,

Baltimore City; to-wit:

I hereby certify, that on this 12th day of October A. D. 1954 before me, the subscriber, a Notary Public of the State of Maryland, in and for Baltimore City, personally appeared Cora M. Guard and Ursule Guard, and each of them acknowledged the foregoing instrument of writing to be their respective act.

Witness my hand and Notarial Seal the day and year last above written.

William E. Garf
Notary Public



State of Maryland,

Allegany County; to-wit:

I hereby certify, that on this 13th day of October A. D. 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared W. Carl Richards, President of The Cumberland Real Estate Corporation, a corporation duly incorporated under the laws of the State of Maryland, and acknowledged the foregoing instrument of writing to be the corporate act of the said The Cumberland Real Estate Corporation.

Witness my hand and Notarial Seal the day and year last above written.

Rosalie A. Crabtree
Notary Public



Comptroller of the Treasury
To: *Myrtle Frostburg Md.*
Nov. 15, 1954

LIBER 307 PAGE 560

FILED AND RECORDED OCTOBER 14th 1954 at 10:55 A.M.
PURCHASE MONEY

This Mortgage. Made this 12th. day of October, in the year

Nineteen Hundred and Fifty-Four by and between

MERIL A. PHILLIPS and JOHN P. KOPFER, JR., PARTNERS TRADING AS P. & K. SERVICE STATION, MERIL A. PHILLIPS and MARGARET W. PHILLIPS, his wife, JOHN P. KOPFER, JR., and MILDRED H. KOPFER, his wife, all -----

of Allegany County, in the State of Maryland, party of the first part, hereinafter sometimes called mortgagor, which expression shall include the plural as well as the singular, and the feminine as well as the masculine, as the context may require, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, a corporation duly incorporated under the Laws of the State of Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

WHEREAS, the said mortgagor is justly and bona fide indebted unto The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee herein, in the full sum of Three Thousand ----- -00/00 Dollars

(\$3,000.00) with interest at the rate of six per centum (6 %) per annum, for which amount the said mortgagor has signed and delivered to the mortgagee a certain promissory note bearing even date herewith and payable in monthly installments of

Thirty ----- -00/00 Dollars,

(\$30.00) commencing on the 12th. day of November, 1954, ~~1955~~ and on the 12th. day of each month thereafter until the principal and interest are fully paid, except that the final payment of principal and interest, if not sooner paid, shall be due and payable on the 12th. day of October, 1966, ~~1965~~. Privilege is reserved to prepay at any time, without premium or fee, the entire indebtedness or any part thereof.

AND, WHEREAS, this Mortgage shall also secure future advances so far as legally permissible at the date hereof.

NOW, THEREFORE, in consideration of the premises, and of the sum of One Dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part

does hereby give, grant, bargain and sell, convey, transfer, release and confirm unto the said The Fidelity Savings Bank of Frostburg, Allegany County, Maryland, the mortgagee, its successors and assigns, in fee simple, the following described property, to-wit:

FIRST PARCEL: All that piece or parcel of ground lying in McCullough's Addition to Frostburg, and being a part of Lot Number Sixty Nine (69) in said Addition, said part being more particularly described as follows, to-wit:

BEGINNING for the same at a fence post standing on the Northeast corner of the alley in the rear of Green Street and on the South side of McCullough Street, and running from said fence post with McCullough Street, South 61 degrees East 42.4 feet; then crossing the whole lot, South 29 degrees West 165 feet to an alleyway; and with said alleyway, North 61 degrees West 42.4 feet to the first mentioned alleyway; and with said alleyway, North 29 degrees East 165 feet to the place of beginning.

BEING the same property which was conveyed to the said John P. Kopfer, Jr., and Mildred H. Kopfer, his wife, by deed from John Kopfer et ux dated June 29, 1939, and recorded in Liber No. 184, folio 153, among said Allegany County Land Records.

SECOND PARCEL: All that piece or parcel of ground situate on Spring Street in Frostburg, Maryland, and known as a part of Lot Number Nine (9), and being a part

of a tract of land called "The Hotel".

BEING the same property which was conveyed to the said Meril A. Phillips and Margaret A. Phillips, his wife, by deed from George W. Schury, widower, dated March 20, 1953, and recorded in Liber No. 239, folio 155, among said Allegany County Land Records.

THIRD PARCEL: All that lot known and designated as Lot Number Nine (9) on the plat of Eckhart Flat Addition No. 3 to Frostburg, Maryland, which plat is recorded in Liber No. 107, folio 746, among said Allegany County Land Records.

BEING the same property which was conveyed to the said Meril A. Phillips and John L. Lopper, Jr., partners trading as L. & K. Service Station, by deed from George L. Plummer et al dated July 29, 1954, and recorded in Liber No. 200, folio 451, among said Land Records.

FOURTH PARCEL: All that lot known and designated as Lot Number Ten (10) on the plat of Eckhart Flat Addition No. 3 to Frostburg, Maryland, which lot is recorded in Liber No. 107, folio 746, among said Allegany County Land Records.

BEING the same property which was conveyed to the said Meril A. Phillips and John L. Lopper, Jr., partners trading as L. & K. Service Station by deed of even date herewith, from Veronica Sleeman and Ursula Sleeman Bauman and William F. Bauman, her husband, which is intended to be recorded among said Land Records simultaneously with this mortgage, which is executed to secure the purchase price of said parcel of land, and is therefore a PURCHASE MONEY MORTGAGE.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the above described lands and premises unto the said mortgagee, its successors and assigns, in fee simple forever.

PROVIDED, that if the said mortgagor, his heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime does and shall perform all the covenants herein on his part to be performed, then this mortgage shall be void.

AND IT IS AGREED that until default be made in the premises and no longer, the said mortgagor may retain possession of the mortgaged property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, and all public charges and assessments, the said mortgagor hereby covenants to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or ALBERT A. DOUB, its, his or their duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in the manner following, to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply; first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the said mortgagor, his heirs or assigns, and in case of advertisement under the above power and no sale, one-half of the above commission shall be allowed and paid by the mortgagor, his representatives, heirs or assigns.

AND the said mortgagor, further covenants with the mortgagee as follows:

To insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors, or assigns, the improvements on the hereby mortgaged land to the amount of at least

Eleven Thousand Five Hundred Dollars - - - - - \$11,500.00 Dollars
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in the possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

To deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the

payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date any and all governmental levies that may be made on the mortgaged property, this mortgage or the indebtedness hereby secured.

To permit, commit or suffer no waste, impairment, or deterioration of said property, or any part thereof, and upon the failure of the mortgagor to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor to comply with said demand of the mortgagee for a period of sixty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire indebtedness hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver as hereinafter provided.

That the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct.

That should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagor, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagor, his heirs, personal representatives or assigns without the mortgagee's written consent, then the whole of this mortgage indebtedness shall immediately become due and demandable.

That the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment as herein provided, shall have continued for sixty days or after default in the performance of any of the foregoing covenants or conditions for sixty consecutive days.

And the said mortgagor hereby warrants generally to, and covenants with the said mortgagee that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage and covenants that he will execute such further assurances as may be requisite.

If the indebtedness secured hereby be guaranteed or insured under the Servicemen's Readjustment Act, as amended, such Act and Regulations issued thereunder and in effect on the date hereof shall govern the rights, duties and liabilities of the parties hereto, and any provisions of this or other instruments executed in connection with said indebtedness which are inconsistent with said Act or Regulations are hereby amended to conform thereto.

AND it is agreed that the powers, stipulations and covenants, aforesaid are to extend to and bind the several heirs, executors, administrators, successors and assigns of the respective parties hereto.

WITNESS the hand and seal of said mortgagor.

ATTEST: as to all:

Ralph M. Race
Ralph M. Race

Meril A. Phillips (SEAL)
MERIL A. PHILLIPS

John P. Kopper, Jr. (SEAL)
JOHN P. KOPPER, JR.

PARTNERS TRADING AS P. & K. SERVICE STATION

Meril A. Phillips (SEAL)
MERIL A. PHILLIPS

Margaret W. Phillips (SEAL)
MARGARET W. PHILLIPS

John P. Kopper, Jr. (SEAL)
JOHN P. KOPPER, JR.

Mildred H. Kopper (SEAL)
MILDRED H. KOPPER

STATE OF MARYLAND, ALLEGANY COUNTY, TO WIT:

I Hereby Certify, That on this 12th. day of October, in the year Nineteen Hundred and Fifty-Four before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

MERIL A. PHILLIPS and JOHN P. KOPPER, JR., PARTNERS TRADING AS P. & K. SERVICE STATION, MERIL A. PHILLIPS and MARGARET W. PHILLIPS, his wife, JOHN P. KOPPER, JR., and MILDRED H. KOPPER, his wife, - - - - -

and each acknowledged the foregoing mortgage to be their respective act; and at the same time, before me also personally appeared *G. Alvin Kreiling* Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, the within named mortgagee, and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth; and the said *G. Alvin Kreiling* did further in like manner make oath that he is the Treasurer, and agent or attorney for said corporation and duly authorized

by it to make this affidavit.

IN WITNESS WHEREOF I have hereto set my hand and affixed my Notarial Seal the day and year above written.



Ralph M. Race
Ralph M. Race

Notary Public

Compared and attested

To the effect of

FILED AND RECORDED OCTOBER 14" 1954 at 3:00 P.M.

This Mortgage, Made this 13th day of October
in the year Nineteen Hundred and Fifty-four, by and between

WILLIAM W. F. PARKER and VIRGINIA M. PARKER, his wife,

of Allegheny County, in the State of Maryland
parties of the first part, and

THE SECOND NATIONAL BANK OF CUMBERLAND, Cumberland, Maryland, a banking corporation duly incorporated under the laws of the United States,

of Allegheny County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas, The parties of the first part are indebted unto the party of the second part in the full and just sum of Four Thousand (\$4,000.00) Dollars, this day loaned the parties of the first part, which principal sum with interest at 5% per annum is to be repaid by the parties of the first part to the party of the second part in payments of not less than Forty-two and 50/100 (\$42.50) Dollars per month, said payments to be applied first to interest and the balance to principal; the first of said monthly payments to be due and payable one month from the date hereof and to continue monthly until the amount of principal and interest is paid in full.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part



do give, grant, bargain and sell, convey, release and confirm unto the said

party of the second part, its successors or

~~hereinafter~~ assigns, the following property, to-wit:

ALL that part of Lot No. 1 of Block No. 18, of Cumberland Heights Addition to Cumberland, and described as follows:

BEGINNING for the same on the southerly side of Cecil Street at a point distant South 82 degrees 18 minutes East 70 feet from its intersection with the Easterly side of Louisiana Avenue, and running thence with the southerly side of Cecil Street South 82 degrees 18 minutes East 60 feet to the westerly side of a 20-foot Street; thence with said side of said Street South 7 degrees 42 minutes West 35 feet thence North 82 degrees 18 minutes West 60 feet; then parallel with Louisiana Avenue North 7 degrees 42 minutes East 35 feet to the beginning.

BEING the same property which was conveyed to the parties of the first part by William H. Maloney, Jr. et ux., by deed dated October 18, 1928, and recorded among the Land Records of Allegany County, Maryland, in Liber No. 159, folio 321.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part,

their heirs, executors, administrators or assigns, do and shall pay to the said

party of the second part, its successors

~~hereinafter~~ or assigns, the aforesaid sum of

---- Four Thousand (\$4,000.00) Dollars ----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said

parties of the first part

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said

party of the second part, its successors

~~hereinafter~~ and assigns, or William M. Somerville, its his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said

parties of the first part, their

heirs or assigns, and

in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least

-----Four Thousand (\$4,000.00)----- Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire,
to inure to the benefit of the mortgagee, its successors ~~and~~ or assigns, to the extent
of its or their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor s.

Attest:

John P.reiber

John R.reiber

William W. Parker

William W. F. Parker [SEAL]

Virginia M. Parker
Virginia M. Parker

Virginia M. Parker

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 13th day of October

in the year Nineteen Hundred and Fifty-four, before me, the subscriber

a Notary Public of the State of Maryland, in and for said County, personally appeared

WILLIAM W. F. PARKER and VIRGINIA M. PARKER, his wife,

and each acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared

JOHN H. MOSIER, Cashier of

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.

NOTARY PUBLIC, do hereby certify that the foregoing is a true and correct copy of the original as the same appears from the records of said office.

John R.reiber
Notary Public

Notary Public

Compared and Mailed *15*
7. *Mtge Frostburg Md*
Nov. 18 1954

LIBER 307 PAGE 566

FILED AND RECORDED OCTOBER 14th 1954 at 3:10 P.M.

This Mortgage, Made this 13th day of October
in the year Nineteen Hundred and fifty-four, by and between

DANIEL H. THOMAS and EDITH P. THOMAS, his wife

of Allegany County, in the State of Maryland
parties of the first part, and FROSTBURG NATIONAL BANK, a national banking
corporation duly incorporated under the laws of the United States of
America, with its principal office in

at Frostburg, Allegany County, in the State of Maryland,
party of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted
unto the said party of the second part, its successors and assigns, in
the full sum of

FOUR THOUSAND- - - - -00/100 DOLLARS (\$4,000.00)

payable one year after date of these presents, together with interest
thereon at the rate of six per centum (6%) per annum, payable quarter-
ly, as evidenced by the joint and several promissory note of the
parties of the first part payable to the order of the party of the
second part, of even date and tenor herewith, which said indebtedness
together with interest as aforesaid, the said parties of the first
part hereby covenant to pay to the said party of the second part, its
successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand
paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof,
together with the interest thereon, including any future advances, the said parties of the first
part do hereby give, grant, bargain and sell, convey, release and confirm unto the said party
of the second part, its successors and assigns, the following property, to-wit:

ALL that lot, piece or parcel of ground lying and being in Alle-
gany County, Maryland, known and distinguished as Lot No. 7 of Block
No. 14 of Beall's First Addition to the Town of Frostburg, a plat of
which Addition is of record among the Land Records of Allegany County,
Maryland, in Liber No. 30, folio 710, and being the same property which
conveyed to the parties of the first part herein by W. Earle Cobey,
Trustee, by deed dated September 22, 1948 and recorded in Deeds Liber
No. 222, folio 479 among the Land Records of Allegany County, Maryland.

Special reference is hereby made to the aforementioned plat for a
more complete and particular description of the property.

Together with the buildings and improvements thereon, and the rights, roads, ways,
waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administra-
tors or assigns, do and shall pay to the said party of the second part, its successors
or assigns, the aforesaid sum of

FOUR THOUSAND- - - - -00/100 DOLLARS (\$4,000.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the
same shall become due and payable, and in the meantime do and shall perform all the covenants
herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the



first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~heirs, assigns and assigns~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its assigns, the improvements on the hereby mortgaged land to the amount of at least FOUR THOUSAND - - - - - 00/100 DOLLARS (\$4,000.00) and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its or their lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness:

Richard Vance
Nelson Addison

Daniel H. Thomas [Seal]
DANIEL H. THOMAS
Edith P. Thomas
EDITH P. THOMAS

STATE OF OHIO,
FRANKLIN COUNTY, TO WIT:

I HEREBY CERTIFY, That on this 12 day of October, 1954, before me the subscriber, a Notary Public of the State of Ohio, in and for said County, personally appeared Daniel H. Thomas and Edith P. Thomas, his wife, and each acknowledged the foregoing mortgage to be their respective act and deed.

WITNESS my hand and Notarial Seal the day and year aforesaid.

MY COMMISSION EXPIRES:



Richard Vance
Notary Public
Comm. expires 12-22-56

State of Maryland.
Allegany County, to-wit:

I hereby certify, That on this 13th day of October
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared
F. EARL KREITZBURG, Cashier of the Frostburg National Bank,

XX
XX

the within named mortgagee and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth, and further made oath that he is
the cashier of said Bank and duly authorized by it to make this
affidavit.



Witness my hand and Notarial Seal the day and year aforesaid.

Emma L. Simons
EMMA L. SIMONS Notary Public

Compared and Mailed 11:40 A.M.
To I. L. Richards Atty City
Nov 15 19 54

FILED AND RECORDED OCTOBER 15" 1954 at 11:40 A.M.

This Mortgage. Made this 15th day of October,
in the year Nineteen Hundred and Fifty -four, by and between

Douglas B. Heavner and Grace E. Heavner, his wife,
of Allegany County, in the State of Maryland

parties of the first part, hereinafter called mortgagors, and Home Building and Loan Association, Incorporated, a corporation incorporated under the laws of the State of Maryland, of Allegany County, in the State of Maryland, party of the second part, hereinafter called mortgagee.
WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of
FIFTEEN HUNDRED AND SIXTY-NINE DOLLARS Dollars,
which said sum the mortgagors agree to repay in installments with interest thereon

from the date hereof, at the rate of six per cent, (6%) per annum, in the manner following:

By the payments of TWENTY-FIVE Dollars, on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payments may be applied by the mortgagee in the following order: (1) to the payment of interest; and (2) to the payment of the aforesaid principal sum.

The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon the said mortgagors do give, grant, bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All that tract or parcel of land situated on Pine Ridge in Election District No. 21 in Allegany County, State of Maryland, which is particularly described as follows, to-wit:

BEGINNING at a bounded Elm tree standing in a line of fence and corner of lot sold by Thomas Leasure to Benjamin T. Brant and running thence with the line of fence, South $31-1/2$ degrees west 12 perches, South 23 degrees west 10.9 perches to a post in line of fence, South $3-1/2$ degrees East 14 perches, then with a stone wall or fence South $31-1/2$ degrees East 3 perches, South $31-1/4$ degrees West 2.64 perches, South 8 degrees west 4.6 perches to a post bars and the end of the first line of a lot conveyed by Martin Rouzer, et ux., to Catherine Beall by deed dated November 15, 1881, and recorded in Liber 57, folio 195, of the Land Records of Allegany County, Maryland, then with the second line of said Beall lot, North 70 degrees East $10-2/3$ perches, then North 28 degrees East $34-1/2$ perches to a pine stump at rocks on cliff and the southeast corner of the beginning of Brant lot and with the South line of said lot, North $59-3/4$ degrees west 18.4 perches to the beginning, containing 4 acres, more or less.

This being the same property which was conveyed by William Ernest Rice, unmarried, unto the said Douglas B. Heavner, et ux., by deed dated October 15, 1954, and recorded among the Land Records of Allegany County, Maryland, simultaneously with the recordation of this mortgage which is a purchase money mortgage.

The above described property is improved by a frame two-story dwelling house consisting of 7 rooms and bath and by several out buildings.

It is covenanted and agreed by the parties hereto that this mortgage may secure future advances to be made at the mortgagee's option, prior to the full payment of the mortgage debt but not to exceed in the aggregate the sum of Five Hundred (\$500) Dollars.

nor to be made in an amount which would make the mortgage debt exceed the original amount thereof, as provided by Article 66, section 2, of the Annotated Code of Maryland.

The said mortgagor s hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the aforesaid parcel of ground and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagor s their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor s may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor s hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or Thomas Lohr Richards, its duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale to be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors their heirs or assigns; and in case of advertisement under the above power but no sale, one-half of the above commissions shall be allowed and paid by the mortgagor s their representatives, heirs or assigns.

And the said mortgagors their heirs, executors, administrators and assigns further covenant with the mortgagee, its successors and assigns, as follows: (1) to keep the buildings now or hereafter erected on the premises described insured against loss by fire in at least the sum

of FIFTEEN HUNDRED AND SIXTY-NINE Dollars in companies approved by the mortgagee, and to deliver all policies of insurance thereon as and when issued and the premium receipts therefor to the mortgagee, to whom the said policies shall be made payable as their interest may appear; (2) to pay all taxes, water rents and assessments which may be assessed or levied or imposed upon the said premises within at least thirty days after the same become due or payable, and to produce the receipts for such payments within that time to the mortgagee; (3) and in the event of any failure to effect and pay for such insurance or to pay such taxes, water rents and assessments as aforesaid, or any part thereof, that then and in either or any such event, the mortgagee may effect and pay for such insurance and pay such taxes, water rents and assessments, and the sum or sums so paid shall be deemed a part of the principal debt hereby secured and shall bear interest at the same rate, and the same shall be immediately due and payable and collectible with and in the same manner as the said principal debt; (4) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagor s to keep the buildings on said property in good condition or repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured, and the failure of the mortgagor s to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (5) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (6) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation other than the mortgagor s, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (7) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installment, as herein provided, shall have continued for thirty days, or after default in the performance of any of the foregoing covenants or conditions for thirty days, and thirty days after the happening of any default or breach of any covenant the mortgagee may

immediately foreclose this mortgage.

Witness, the hand and seal of the said mortgagors.

Attest:

Rosalie A. Crabtree Douglas B. Heavner (SEAL)
Grace E. Heavner (SEAL)
Grace E. Heavner (SEAL)

State of Maryland,
 Allegany County, to-wit:

I hereby certify, That on this 15th day of October,
 in the year nineteen hundred and fifty four, before me, the
 subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Douglas B. Heavner and Grace E. Heavner, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their
 act and deed; and at the same time before me also personally appeared Thomas Lohr Richards,
 Attorney and agent for the within named mortgagee and made oath in due form of law, that the
 consideration in said mortgage is true and bona fide as herein set forth, and did make oath in due
 form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.

WITNESS my hand and Notarial Seal the day and year aforesaid.

Rosalie A. Crabtree
 Notary Public

Compared and attested

FILED AND RECORDED OCTOBER 15th 1954 at 12:15 P.M.
 purchase money

This Mortgage, Made this 14th day of OCTOBER in the
 year Nineteen Hundred and fifty four by and between
Marvin C. Bowers and Rosalia S. Bowers, his wife,

of Allegany County, in the State of Maryland, parties of the first part, here-
inafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body
corporate, incorporated under the laws of the United States of America, of Allegany County, Mary-

land, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Four Thousand Six Hundred & 00/100 - - - (\$4600.00) - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Thirty-seven & 59/100 - - - (\$37.59) - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground situated near the Valley Road about 1-1/2 miles northwesterly of the City of Cumberland, Allegany County, Maryland, known and designated as Lots Nos. 276-277-278-295-296-301-302-303, and 304 as shown on the amended Plat No. 2, Section "A" of Bowman's Valley Addition to Cumberland, a plat of which said addition is recorded in Liber 1, folio 26 one of the Plat Records of Allegany County, Maryland, which said lots are more particularly described as follows, to-wit:

Lots Nos. 276-77-78: Beginning at the intersection of the northerly side of Park Avenue with the easterly side of Forest Avenue and then running with the easterly side of Forest Avenue North 22 degrees 10 minutes East 150 feet to the southerly side of an alley, then with the southerly side of said alley South 72 degrees 46 minutes East 115 feet, more or less, to the dividing line between Lots Nos. 275 and 276 headed to Albert Prior, and with said lot line South 22 degrees 10 minutes East 150 feet to the northerly side of Park Avenue, and then with the northerly side of Park Avenue North 72 degrees 46 minutes West 115 feet, more or less, to the place of beginning.

Lots Nos. 295-296: Beginning at the intersection of the northerly side of Park Avenue and the easterly side of an unnamed street and running then with the northerly side of the unnamed street North 39 degrees 26 minutes East 150 feet to the southerly side of Lexington Street, then with the southerly side of Lexington Street South 50 degrees 30 minutes East 80 feet, then South 39 degrees 26 minutes West 150 feet to the northerly side of Park Avenue and then with the northerly side of Park Avenue North 50 degrees 30 minutes West 80 feet to the place of beginning.

Excepting therefrom, all of the property rights and water line easements which were conveyed by Robert M. Williams et ux, to James F. Williams et al, dated May 6, 1946, which is recorded in Liber 216, folio 506 Allegany County Land Records.

Lots Nos. 301-302-303-304: Beginning at the intersection of the easterly side of Forest Avenue with the southerly side of Lexington Street, then with the southerly side of Lexington Street South 67 degrees 50 minutes East 155 feet, more or less, to the dividing line between Lots Nos. 300 and 301 and then with said lot line South 22 degrees 10 minutes West 132 feet, more or less, to the northerly side of an alley, then with the northerly side of said alley North 72 degrees 46 minutes West 155 feet, more or less, to the easterly side of Forest Avenue, and then with the easterly side of Forest Avenue North 22 degrees 10 minutes East 142 feet, more or less, to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by deed of Robert M. Williams, divorced, of even date, which is intended to be recorded among the Land Records of Allegany County, Maryland, simultaneously with the recording of these presents.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1946 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the

payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagor may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagor hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Four Thousand Six Hundred & 00/100 - - (\$4,600.00)--- Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mort-

gaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:

George L. Haman
Marvin C. Bowers [SEAL]
Rosalie S. Bowers [SEAL]
 Marvin C. Bowers
 Rosalie S. Bowers

State of Maryland.

Allegany County, to-wit:

I hereby certify, That on this 14TH day of OCTOBER

in the year nineteen Hundred and Fifty -four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Marvin C. Bowers and Rosalie S. Bowers, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.

George L. Haman
 Notary Public.

FILED AND RECORDED OCTOBER 15th 1954 at 12:15 P.M.

This Mortgage, Made this 14TH day of OCTOBER in the
year Nineteen Hundred and fifty-four by and between _____

Virgil D. McKenzie, Sr., and Mary E. McKenzie, his wife,

_____ of Allegany County, in the State of Maryland, part ~~108~~ of the first part, hereinafter called mortgagors, and First Federal Savings and Loan Association of Cumberland, a body corporate, incorporated under the laws of the United States of America, of Allegany County, Maryland, party of the second part, hereinafter called mortgagee.

WITNESSETH:

Whereas, the said mortgagee has this day loaned to the said mortgagors, the sum of Eighteen Hundred & 00/100 - - - - - (\$1,800.00) - - - - - Dollars, which said sum the mortgagors agree to repay in installments with interest thereon from the date hereof, at the rate of 5 1/2 per cent. per annum, in the manner following:

By the payment of Twenty & 00/100 - - - - (\$20.00) - - - - - Dollars on or before the first day of each and every month from the date hereof, until the whole of said principal sum and interest shall be paid, which interest shall be computed by the calendar month, and the said installment payment may be applied by the mortgagee in the following order: (1) to the payment of interest; (2) to the payment of all taxes, water rent, assessments or public charges of every nature and description, ground rent, fire and tornado insurance premiums and other charges affecting the hereinafter described premises, and (3) towards the payment of the aforesaid principal sum. The due execution of this mortgage having been a condition precedent to the granting of said advance.

How Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said mortgagors do give, grant bargain and sell, convey, release and confirm unto the said mortgagee, its successors or assigns, in fee simple, all the following described property, to-wit:

All those lots, pieces or parcels of ground lying and being at the northwesterly intersection of Prospect Drive and Avenue W known and designated as Lots Nos. 22, 23, 24, 25, 26, 27, 28, 29 and an unnumbered lot adjacent to Lot No. 29, Block No. 33 Potomac Park Addition, located on or near the McMullen Highway about 3 miles westerly of Cumberland, Allegany County, Maryland, a plat of which said addition is recorded in Plat Case Box No. 33 among the Land Records of Allegany County, Maryland, which said lots are more particularly described as a whole as follows, to-wit:

Beginning for the same at a point on the westerly side of Prospect Drive at the end of the first line of Lot No. 21, Block No. 33 in said addition and running then with said Prospect Drive South 38 degrees 5 minutes West 100 feet to the northerly side of Avenue W, then with said Avenue W North 51 degrees 55 minutes West 220 feet and to the northerly side of Prospect Drive, then with said Prospect Drive by a curve to the left of 38 degrees 56 minutes 34 seconds for a chord distance of 142 feet, then continuing with Prospect Drive on the curve to the left whose radius is 150 feet until it intersects a line drawn South 9 degrees 38 minutes East 60 feet from the southwesterly corner of Lot No. 17, Block No. 33 in said addition, and then reversing part of said line North 9 degrees 38 minutes West 40 feet to the southerly side of a 20 foot alleyway, then with the southerly side of said alleyway (with true north bearings and horizontal measurements) North 80 degrees 22 minutes East 226 feet to a stake, then South 74 degrees 38 minutes East 30 feet to a stake at the northwesterly corner of Lot No. 29, Block No. 33 in said addition, then continuing with said alley by a curve to the left of 3 degrees 16 minutes 13 seconds for a chord distance of 42 feet to the end of the second line of Lot No. 28, Block No. 33 in said addition, then South 9 degrees East 110 feet to the end of the second line of Lot No. 26, Block No. 33 in said addition, then South 51 degrees 55 minutes East 120 feet to a point on the third line of Lot No. 21, Block No. 33 in said addition, then with part of said third line reversed South 38 degrees 5 minutes West 20 feet to the end of the third line of said Lot No. 22, and then with the fourth line of Lot No. 22 South 51 degrees 55

minutes last 100 feet to the place of beginning.

Being the same property which was conveyed unto the parties of the first part by four deeds, the first from Gallitizen McKenzie et ux, dated June 7, 1951, recorded in Liber No. 234, folio 144 Allegany County Land Records, the second from Gallitizen McKenzie et ux, dated March 30, 1953, recorded in Liber No. 248, folio 584 Allegany County Land Records, the third from Anna Lee Wilkinson et al, dated August 4, 1954, recorded in Liber No. 261, folio 119 Allegany County Land Records, and the fourth from Wesley A. McGraw et ux, dated August 5, 1954, recorded in Liber No. 261, folio 117 Allegany County Land Records. Including a water line easement which was conveyed unto the parties of the first part by deed of Gallitizen McKenzie et ux, dated June 7, 1951, recorded in Liber No. 234, folio 144 Allegany County Land Records.

"And whereas this mortgage shall also secure as of the date hereof future advances made at the mortgagees option prior to the full payment of the mortgage debt, but not to exceed in the aggregate the sum of \$500.00, nor to be made in an amount which would make the mortgage debt exceed the original amount hereof provided, the full amount of any such advance is used for paying the costs of any repairs, alterations or improvements to the mortgaged property as provided in Chapter 923 of the Laws of Maryland, passed at the January sessions in the year 1945 and any amendments thereto."

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Health and Accident Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

It is agreed that the Mortgagee may at its option advance sums of money at anytime for the payment of premiums on any Life Insurance policy assigned to the Mortgagee or wherein the Mortgagee is the Beneficiary and which is held by the Mortgagee as additional collateral for this indebtedness, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The Mortgagors covenant to maintain all buildings, structures and improvements now or at any time on said premises, and every part thereof, in good repair and condition, so that the same shall be satisfactory to and approved by Fire Insurance Companies as a fire risk, and from time to time make or cause to be made all needful and proper replacements, repairs, renewals, and improvements, so that the efficiency of said property shall be maintained.

It is agreed that the Mortgagee may at its option advance sums of money at any time for the repair and improvement of buildings on the mortgaged premises, and any sums of money so advanced shall be added to the unpaid balance of this indebtedness.

The said mortgagors hereby warrant generally to, and covenant with, the said mortgagee that the above described property is improved as herein stated and that a perfect fee simple title is conveyed herein free of all liens and encumbrances, except for this mortgage herein, and do covenant that they will execute such further assurances as may be requisite.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

To have and to hold the above described land and premises unto the said mortgagee, its successors and assigns, forever, provided that if the said mortgagors, their heirs, executors, administrators or assigns, do and shall pay to the said mortgagee, its successors or assigns, the aforesaid indebtedness together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said mortgagors may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said mortgagors hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said mortgagee, its successors or assigns, or George W. Legge, its duly constituted attorney or agent are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged, or so much thereof as may be necessary and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first, to the payment of all expenses incident to such sale including taxes, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have then matured or not; and as to the balance, to pay it over to the said mortgagors, heirs or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, representatives, heirs or assigns.

And the said mortgagors, further covenant to insure forthwith, and pending the existence of the mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Eighteen Hundred & 00/100 - - - (\$1,800.00) - - - - - Dollars and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to inure to the benefit of the mortgagee, its successors or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.



And the said mortgagors, as additional security for the payment of the indebtedness hereby secured, do hereby set over, transfer and assign to the mortgagee, its successors and assigns, all rents, issues and profits accruing or falling due from said premises after default under the terms of this mortgage, and the mortgagee is hereby authorized, in the event of such default, to take charge of said property and collect all rents and issues therefrom pending such proceedings as may be necessary to protect the mortgage under the terms and conditions herein set forth.

In consideration of the premises the mortgagors, for themselves and their heirs, and personal representatives, do hereby covenant with the mortgagee as follows: (1) to deliver to the mortgagee on or before March 15th of each year tax receipts evidencing the payment of all lawfully imposed taxes for the preceding calendar year; to deliver to the mortgagee receipts evidencing the payment of all liens for public improvements within ninety days after the same shall become due and payable and to pay and discharge within ninety days after due date all governmental levies that may be made on the mortgaged property, on this mortgage or note, or in any other way from the indebtedness secured by this mortgage; (2) to permit, commit or suffer no waste, impairment or deterioration of said property, or any part thereof, and upon the failure of the mortgagors to keep the buildings on said property in good condition of repair, the mortgagee may demand the immediate repair of said buildings or an increase in the amount of security, or the immediate repayment of the debt hereby secured and the failure of the mortgagors to comply with said demand of the mortgagee for a period of thirty days shall constitute a breach of this mortgage, and at the option of the mortgagee, immediately mature the entire principal and interest hereby secured, and the mortgagee may, without notice, institute proceedings to foreclose this mortgage, and apply for the appointment of a receiver, as hereinafter provided; (3) and the holder of this mortgage in any action to foreclose it, shall be entitled (without regard to the adequacy of any security for the debt) to the appointment of a receiver to collect the rents and profits of said premises and account therefor as the Court may direct; (4) that should the title to the herein mortgaged property be acquired by any person, persons, partnership or corporation, other than the mortgagors, by voluntary or involuntary grant or assignment, or in any other manner, without the mortgagee's written consent, or should the same be encumbered by the mortgagors, their heirs and personal representatives and assigns, without the mortgagee's written consent, then the whole of said principal sum shall immediately become due and owing as herein provided; (5) that the whole of said mortgage debt intended hereby to be secured shall become due and demandable after default in the payment of any monthly installments, as herein provided, shall have continued for thirty days or after default in the performance of any of the foregoing covenants or conditions for thirty consecutive days.

Witness, the hand and seal of said mortgagors.

Attest:



 [SEAL]
Virgil D. McKenzie, Sr.
 [SEAL]
Mary E. McKenzie

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 14TH day of OCTOBER

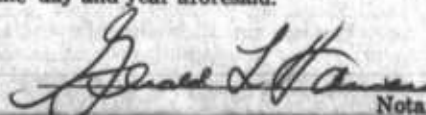
in the year nineteen Hundred and Fifty-four, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared

Virgil D. McKenzie, Sr., and Mary E. McKenzie, his wife,

the said mortgagors herein and they acknowledged the foregoing mortgage to be their act and deed; and at the same time before me also personally appeared George W. Legge, Attorney and agent for the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth, and did further make oath in due form of law that he had the proper authority to make this affidavit as agent for the said mortgagee.



WITNESS my hand and Notarial Seal the day and year aforesaid.


Notary Public.

FILED AND RECORDED OCTOBER 15th 1954 at 9:50 A.M.

This Mortgage, Made this 4th. day of September
in the year Nineteen Hundred and Four, by and between

CHARLES C. SOMMERLATT AND MARY L. SOMMERLATT, his wife,

of Allegany County, in the State of Maryland,part 103 of the first part, and

John L. Sommerlatt and Margaret V. Sommerlatt, his wife

of Allegany County, in the State of Maryland,part 103 of the second part, WITNESSETH:

Whereas, the said parties of the first part, stand indebted to parties of the second part, in the full and just sum of Three Thousand two hundred (\$3,200.00) Dollars, as is evidenced by their joint promissory note of even date herewith for the said sum of money, payable to John L. Sommerlatt and Margaret V. Sommerlatt, his wife, parties of the second part, which said sum of money is to be repaid five years after date together with the interest at the rate of four percent per annum, said interest to be adjusted each six months, the first of said interest payments to be made six months from the date of this said mortgage.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said parties of the first part,

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground, situated, lying and being on the Northeasterly side Monroe Street in the City of Cumberland, Allegany County, Maryland, known and designated as as part of Lots numbers 219 and 220 on the map of the Cumberland Improvement Company Eastern Addition and Estaren Addition Annex to Cumberland, Maryland, and more particularly described as a whole as follows:

Beginning for the same on the Northeasterly side of Monroe Street, at a point distant North 50 degrees West 60 feet from the intersection of said street with the Northwestern side of Eastern Avenue, and running thence by a line parallel with Eastern Avenue and across whole lots 219 and 220 in said Addition, North forty degrees East 92.3 feet to the line dividing Lots number 220 and 221 in said addition; thence with part of said dividing line, North 50 degrees West 60 feet to a 16 foot Alley, thence with said Alley, South 40 degrees West 92.3 feet to the Northeasterly side of Monroe Street, thence with said side of said street, South 50 degrees East 60 feet to the place of beginning.

It being the same piece or parcel of land that was conveyed to the parties of the first part, by the parties of the second part, by deed dated the 22nd day of March 1952, which said deed is recorded in Liber ___ folio ___, one of the Land Records for Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part

their

heirs, executors, administrators or assigns, do and shall pay to the said

parties of the second part, their

executor, administrator or assigns, the aforesaid sum of Three thousand two
hundred (\$ 3200.00) dollars

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said

parties of the first part, their heirs, executors,
etc.

may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part,

hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said parties of the

second part, their

heirs, executors, administrators and assigns, or Clarence Shutter
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising

from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first
part, their heirs, or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor representatives, heirs or assigns.

And the said _____ parties of the first part, ~~thetix~~

_____ further covenant to
insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance
company or companies acceptable to the mortgagee or their _____
assigns, the improvements on the hereby mortgaged land to the amount of at least _____

Three thousand two hundred Dollars,
and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
to inure to the benefit of the mortgagee, their heirs or assigns, to the extent
of their their lien or claim hereunder, and to place such policy or
policies forthwith in possession of the mortgagee, or the mortgagee may effect said insurance
and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hand and seal of said mortgagor:

Attest:

Attest:

Anna C. Lutter
Anna C. Lutter

Charles C. Sommerlatt [SEAL]
Charles C. Sommerlatt
Mary L. Sommerlatt [SEAL]
Mary L. Sommerlatt

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 4th day of September

in the year Nineteen Hundred and Four _____, before me, the subscriber,
a Notary Public of the State of Maryland, in and for said County, personally appeared

Charles C. Sommerlatt and Margaret L. Sommerlatt, his wife,

and did acknowledged the foregoing mortgage to be their
act and deed; and at the same time before me also personally appeared _____

John L. Sommerlatt and Margaret V. Sommerlatt, his wife,
the within named mortgagor and made oath in due form of law, that the consideration in said
mortgage is true and bona fide as therein set forth.

IN WITNESS my hand and Notarial Seal the day and year aforesaid.

Evelyn S. O'Donnell
Notary Public.

FILED AND RECORDED OCTOBER 15th 1954 at 9:15 A.M.

This Mortgage, Made this 13th day of October
in the year Nineteen Hundred and Fifty Four, by and between

ROY K. WOLFORD and GERTRUDE WOLFORD, his wife,

of Allegany County, in the State of Maryland
part ies of the first part, and

VICTOR REPHANN and JULIA M. REPHANN, his wife,

of Allegany County, in the State of Maryland
part ies of the second part, WITNESSETH:

Whereas, The parties of the first part are justly and bona fide indebted unto the parties of the second part in the full and just sum of One Thousand Five Hundred Dollars, (\$1,500.00), which said sum the parties of the first part promises to pay unto the parties of the second part in monthly payments of not less than Thirty-Five Dollars, (\$35.00), each, and interest thereon at the rate of Five Per Centum (5%) Per Annum, payable semi-annually, until the full sum of One Thousand Five Hundred Dollars, (\$1,500.00), and interest has been paid and satisfied.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, the said

Parties of the first part

do give, grant, bargain and sell, convey, release and confirm unto the said parties of the second part, their

heirs and assigns, the following property, to-wit:

All that lot or parcel of ground lying and being in the Town of Eekhart, Maryland, known as Lot Number Two (2), of Wilson's Lots at Eekhart, the courses and distances of which are recorded among the Land Records of Allegany County, in Liber No. 112, folio 561, in which the said property is described as follows:

LOT NO. 2: Beginning at the Northeast corner of the store building belonging to Mrs. Maurice Lee, it being at the end of 59 feet from the County Road leading from the Eekhart Depot to Brophy's (formerly Aetna) Mines, and also at the end of the first line to Mrs. Lee's lot and runs thence with the South side of the Street leading from said County Road toward the Boston Mine and Parkersburg, North 85 degrees 45 minutes East 79 feet to a post, thence with a fence and its extension South 4 degrees East 71.4 feet to a stake, then

South 89 degrees 5 minutes West 46.8 feet, the end of the fourth line of Lot No. 1, now laid off, and with it South 89 degrees 5 minutes West 15 feet to a wagon shed, South 80 degrees 30 minutes West 18.5 feet to a fence, and with it North 2 degrees 30 minutes West 36.5 feet, then leaving Lot No. 1, but still with fence, North 4 degrees West. 33 feet to the beginning.

IT BEING the same property which was conveyed unto the said Roy K. Wolford and Gertrude Wolford, his wife, by the Eckhart Realty Company, a corporation, by deed dated June 22nd, 1946, and recorded in Liber No. 209, folio 578, one of the Land Records of Allegany County, Maryland.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part,
their heirs, executors, administrators or assigns, do and shall pay to the said
parties of the second part, their heirs,
executors, administrators or assigns, the aforesaid sum of _____
----One Thousand Five Hundred Dollars, (\$1,500.00),-----

together with the interest thereon, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said _____
parties of the first part

_____ may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said _____

parties of the first part
hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable,

and these presents are hereby declared to be made in trust, and the said_____

parties of the second part, their heirs, executors, administrators and assigns, or Edward J. Ryan

heirs, executors, administrators and assigns, or Edward J. Ryan
his, her or their duly constituted attorney or agent, are hereby authorized and empowered, at any
time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary,
and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs
or assigns; which sale shall be made in manner following to-wit: By giving at least twenty
days' notice of the time, place, manner and terms of sale in some newspaper published in Cum-
berland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising
from such sale to apply first to the payment of all expenses incident to such sale, including all
taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly,
to the payment of all moneys owing under this mortgage, whether the same shall have been then
matured or not; and as to the balance, to pay it over to the said _____

parties of the first part, their heirs or assigns, and
in case of advertisement under the above power but no sale, one-half of the above commission
shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part

insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance Company or companies acceptable to the mortgagee or their heirs or assigns, the improvements on the hereby mortgaged land to the amount of at least

-----One Thousand Five Hundred Dollars, (\$1,500.00)-----
 and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fires,
 to inure to the benefit of the mortgagee \$ their heirs or assigns, to the extent
 of their lien or claim hereunder, and to place such policy or
 policies forthwith in possession of the mortgagee \$, or the mortgagees may effect said insurance
 and collect the premiums thereon with interest as part of the mortgage debt..

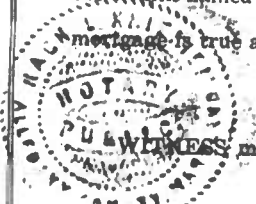
Witness, the hands and seals of said mortgagors.

Attest:

Rachel Kinterien [SEAL]
 RACHIEL KINTERIEN
Roy K. Wolford [SEAL]
 ROY K. WOLFORD
Gertrude Wolford [SEAL]
 GERTRUDE WOLFORD

State of Maryland.
 Allegany County, to-wit:

I hereby certify, That on this 13th day of October
 in the year nineteen Hundred and Fifty Four, before me, the subscriber,
 a Notary Public of the State of Maryland, in and for said County, personally appeared
 ROY K. WOLFORD and GERTRUDE WOLFORD, his wife,
 and each acknowledged the foregoing mortgage to be their
 act and deed; and at the same time before me also personally appeared
 VICTOR REPHANN and JULIA M. REPHANN, his wife,
 the within named mortgagee, and made oath in due form of law, that the consideration in said
 mortgage is true and bona fide as therein set for forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Rachel Kinterien
 RACHIEL KINTERIEN
 Notary Public.

James McSherry, atty.
Frederick, Md.
Nov 15 1854

LIBER 307 PAGE 584

FILED AND RECORDED OCTOBER 15th 1954 at 8:30 A.M.

This instrument has been executed in // counter-
parts, of which this is
o. 7 .

THE POTOMAC EDISON COMPANY

TO

CHEMICAL BANK & TRUST COMPANY
as Trustee

FILED FOR RECORD

OCT 15 1954 19

at 8:20 O'Clock 9 AM.
and same day Recorded in Liber

File # _____ Folio _____

one on the
 and Records of Allegany County
 Maryland, and compared by

TWENTY-SECOND SUPPLEMENTAL INDENTURE

DATED AS OF SEPTEMBER 29, 1954

TWENTY-SECOND SUPPLEMENTAL INDENTURE, dated as of the 29th day of September, One thousand nine hundred and fifty-four, made by and between THE POTOMAC EDISON COMPANY, a corporation organized and existing under the laws of the State of Maryland (hereinafter called the "Company"), party of the first part, and CHEMICAL BANK & TRUST COMPANY, a corporation organized and existing under the laws of the State of New York (hereinafter called the "Trustee"), as Trustee under the Indenture dated as of October 1, 1944, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Indenture, dated as of October 1, 1944 (hereinafter called the "Original Indenture"), conveying, assigning and pledging to the Trustee all of the property, franchises and income of the Company therein described, whether then owned or thereafter

acquired, upon the terms and trusts therein set forth, for the purpose of securing the payment of the principal of and interest (and premium, if any) on all bonds at any time issued and outstanding thereunder; and

WHEREAS, the Company, in accordance with the provisions of the Original Indenture, has heretofore executed and delivered to the Trustee its First Supplemental Indenture, dated as of October 1, 1944, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$16,981,000, designated as "First Mortgage and Collateral Trust Bonds, 3% Series Due 1974", its Eighth Supplemental Indenture, dated as of January 1, 1948, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$4,000,000, designated as "First Mortgage and Collateral Trust Bonds, 3-1/8% Series Due 1978", its Eleventh Supplemental Indenture, dated as of December 1, 1948, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$5,500,000, designated as "First Mortgage and Collateral Trust Bonds, 3-1/4% Series Due 1977", and its Fifteenth Supplemental Indenture, dated as of April 1, 1951, providing for the issuance of a series of Bonds under the Original Indenture, in the aggregate principal amount of \$10,000,000, designated as "First Mortgage and Collateral Trust Bonds, 3-3/8% Series Due 1981"; and

WHEREAS, the Company covenants in Section 11 of Article IV of the Original Indenture that it will execute and deliver such further instruments and do such further acts as may be necessary or proper to carry out more effectually the purposes of the Original Indenture, especially to make subject to the lien thereof any property agreed to be subjected thereto, or intended so to be; and

WHEREAS, to comply with the covenant aforesaid, the Company has heretofore executed and delivered to the Trustee its Second to Seventh, Ninth and Tenth, Twelfth to Fourteenth and Sixteenth to Twenty-first Supplemental Indentures, all inclusive; and

WHEREAS, in addition to the property described in the Original Indenture and the Second to Seventh, Ninth and Tenth, Twelfth to Fourteenth and Sixteenth to Twenty-first Supplemental Indentures, all inclusive, the Company has acquired certain property hereinafter described, all of which upon the acquisition thereof by the Company became subject to the provisions and trusts of the Original Indenture and which the Company now desires specifically to convey to the Trustee pursuant to Section 11 of Article IV of the Original Indenture;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That The Potomac Edison Company, in consideration of the premises and of One Dollar (\$1.00) to it duly paid by the Trustee at or before the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, pledged, set over and confirmed, and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, pledge, set over and confirm unto the Trustee, and its successors and assigns forever, all and singular the following described property - that is to say:

I

(1) Frostburg - Broadway Lot

Parcel of land conveyed to The Potomac Edison Company by Eva Frantz Davis, widow, by deed dated September 11, 1953, and recorded in Liber 253, folio 281, one of the Land Records of Allegany County, Maryland.

(2) Frederick - Monocacy Substation Lot

Parcel of land conveyed to The Potomac Edison Company by The Grand Lodge of Maryland of the Independent Order of Odd Fellows, by deed dated March 25, 1954, and recorded in Liber 529, folio 165, one of the Land Records of Frederick County, Maryland.

(3) Carlos Junction - Substation Lot

Parcel of land conveyed to The Potomac Edison Company by Maryland Coal and Realty Company, Jonathan R. Jenkins and Philip J. Jenkins, Trustees-assignees, by deed dated May 21, 1954, and recorded in Liber 259, folio 185, one of the Land Records of Allegany County, Maryland.

(4) Petersville - Substation Lot

Parcel of land conveyed to The Potomac Edison Company by T. Woodrow Souder and F. Maxine Souder, his wife, by deed dated May 21, 1954, and recorded in Liber 531, folio 287, one of the Land Records of Frederick County, Maryland.

II

All other property, real, personal and mixed, acquired by the Company subsequent to the execution and delivery of the Original Indenture and now owned by the Company (except property of the character excepted from the lien and operation of the Original Indenture or any indenture supplemental thereto).

TO HAVE AND TO HOLD all said property, franchises and income, conveyed, assigned and pledged by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever.

IN TRUST, NEVERTHELESS, upon the terms and trusts set forth in the Original Indenture, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued under the Original Indenture, or any of them, without preference of any of said Bonds and coupons of any particular

series over the Bonds and coupons of any other series, by reason of priority in time of the issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in Section 2 of Article IV of the Original Indenture.

The Trustee hereby accepts the additional property hereby conveyed upon the terms and trusts set forth in the Original Indenture.

This Supplemental Indenture may be simultaneously executed in any number of counterparts and all said counterparts so executed and delivered shall constitute one and the same instrument.

IN WITNESS WHEREOF, said The Potomac Edison Company has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice-Presidents and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries, and said Chemical Bank & Trust Company, as Trustee as aforesaid, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be executed on its behalf by one of its Vice-Presidents and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries, all as of the 29th day of September, One thousand nine hundred and fifty-four.

THE POTOMAC EDISON COMPANY

By



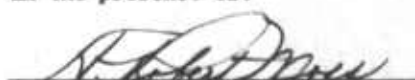
(R. Paul Smith) President

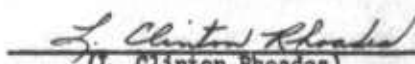


Attest


(Paul S. Michael) Secretary

Signed, sealed and delivered
by THE POTOMAC EDISON COMPANY
in the presence of:


(A. Robert Moss)


(L. Clinton Rhoades)

As Witnesses



CHEMICAL BANK & TRUST COMPANY,
as Trustee as aforesaid

By

William D. Carr
WILLIAM D. CARR Vice-President

Attest

E. J. Horn
Assistant Secretary

Signed, sealed and delivered
by CHEMICAL BANK & TRUST COMPANY
in the presence of:

R. G. Pintard
R. G. PINTARD
R. J. Lighthall
R. J. LIGHTHALL
As Witnesses

STATE OF MARYLAND)
COUNTY OF FREDERICK) ss.:

I HEREBY CERTIFY, that on this 29th day of September in the year 1954, before me, the subscriber, a notary public of the State of Maryland, in and for the County of Frederick, personally appeared R. PAUL SMITH, President of The Potomac Edison Company, and acknowledged the foregoing instrument to be the act and deed of The Potomac Edison Company.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.



W. Eugene Sanders
(W. Eugene Sanders)
Notary Public

My Commission Expires May 2, 1955

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

I HEREBY CERTIFY, that on this 6th day of October in the year 1954, before me, the subscriber, a notary public of the State of New York, in and for the County of New York, personally appeared WILLIAM D. CARR a Vice President of Chemical Bank & Trust Company, and acknowledged the foregoing instrument to be the act and deed of said Chemical Bank & Trust Company, as Trustee, as therein set forth, and at the same time made oath in due form of

law that the consideration in the foregoing instrument is true and bona fide as therein set forth and also that he is a Vice-President and agent of Chemical Bank & Trust Company and duly authorized to make this affidavit.

IN WITNESS WHEREOF, I have hereunto set my hand and notarial seal the day and year last above written.

(NOTARIAL SEAL)

James M. Doyle
Notary Public

JAMES M. DOYLE
Notary Public, State of New York
No. 31-1013375
Qualified in New York County
Certs. filed with N. Y. Co. Clerk and Reg's. OK.
Commission Expires March 30, 1955



FILED AND RECORDED OCTOBER 15th 1954 at 10:30 A.M.

This Mortgage, made this **Seventh**----day of **October**-----, in the year Nineteen Hundred and **fifty-four**, by and between **Floyd A. Dixon and Madeline Dixon, husband and wife**, -----
of **Westernport, Allegany County, Maryland** -----

----- hereinafter called **Mortgagor**, which expression shall include **their** heirs, personal representatives, successors and assigns where the context so admits or requires, of Allegany County, State of Maryland, part **100** of the first part and **THE CITIZENS NATIONAL BANK OF WESTERNPORT, MARYLAND**, a corporation, organized under the National Banking Laws of the United States, hereinafter called **Mortgagee**, which expression shall include its successors and assigns, of Allegany County, State of Maryland, party of the second part, witnesseth:

WHEREAS, the Mortgagor is justly indebted to the Mortgagee for borrowed money in the principal sum of **seventeen hundred** ----- Dollars (**\$1700.00**), with interest from date at the rate of six per centum (6%) per annum on the unpaid principal until paid, principal and interest being payable at the office of The Citizens National Bank, in Westernport, Maryland.

AND WHEREAS, the said loan is evidenced by the promissory note of the said Mortgagor,



dated the 7th day of October, 1964, and payable on demand with interest to the order of The Citizens National Bank of Westernport, Maryland.

AND WHEREAS, it is agreed that the Mortgagor shall pay in reduction of the said note, until demand is made for the payment of the full amount due thereon, the sum of at least \$ 25.00 each month. The said monthly payments to be applied first, to the payment of accrued interest, and

Secondly, to the payment of the principal of the mortgage indebtedness, evidenced as aforesaid, and it is agreed that the remaining unpaid principal of the said note or any renewal of the same or renewal of part thereof, if not sooner demanded, shall be due and payable on the 7th day of October, 1964, notwithstanding any provision in this mortgage for monthly payments thereon in the meantime, and notwithstanding no previous demands for payment thereof have been made by said Mortgagee, its successors or assigns.

NOW THEREFORE, in consideration of the premises and of the sum of one dollar in hand paid, the said Mortgagor do hereby bargain and sell, release, convey and confirm unto the said Mortgagee, its successors and assigns, the following property, to wit:

All that certain lot or parcel of ground in the town of Westernport, in Allegany County, Maryland, described as follows:

Beginning for the same at an iron pipe, it being the corner of James T. Poland's lot, then running south with the county road, thirty feet (30) and reversed and running parallel with the James T. Poland lot to the line of Riordan's lot, and reversing North thirty feet (30) to the Poland line and with the said line to the beginning. Being the same property which was conveyed unto the parties of the first part herein by deed from Robert H. Maybury et al, dated August 1, 1952 and of record among the land records of Allegany County, Maryland in Liber No. 243 at page 261. To which deed so recorded a reference is hereby made for a more definite and particular description of the property hereby mortgaged.

AND WHEREAS this Mortgage shall also secure advances as provided by Chapter 923 of the Laws of Maryland passed at the January session in the year 1945 or any supplement thereto, and any other future advances, so far as legally permissible.

TOGETHER with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

PROVIDED that if the said Mortgagor shall pay to the said Mortgagee the aforesaid debt, evidenced by said promissory note or any renewal of the same or of part thereof which might hereafter be executed and in the meantime shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

AND IT IS AGREED, that until default be made in the premises, the said Mortgagor may occupy the aforesaid property, upon paying, in the meantime, all taxes, assessments, public dues and charges levied or to be levied thereon; all of which as also said mortgage debt and the interest thereon, the said Mortgagee hereby covenant to pay when legally demandable.

BUT IN CASE default be made in payment of said mortgage debt, or of the interest thereon, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt shall at once become due and payable, and at any time thereafter either the said Mortgagee or Horace P. Whitworth, its duly constituted attorney or agent, is hereby authorized to sell the property hereby mortgaged, and to convey the same to the purchaser or purchasers thereof. Said property shall be sold for cash after giving at least twenty days' notice of the time, place, manner and terms of sale, in some newspaper published in Allegany County, Maryland if not then sold, said property may be sold afterwards either privately or publicly, and as a whole or in convenient parcels, as may be deemed advisable by the person selling.

The proceeds arising from such sale shall be applied: first, to the payment of all expenses incident to such sale, including taxes, and a commission of eight per cent to the party making said sale; secondly, to the payment of all monies due and payable under this mortgage including interest on the mortgage debt to the date of ratification of auditor's report; and third, to pay the balance to the said Mortgagor. In case of advertisement under the above power, but no sale, all expenses and one-half of said commissions, calculated on the amount of the secured debt, shall be paid by the Mortgagor to the person advertising.

AND the said Mortgagor further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the Mortgagee, the improvements on the hereby mortgaged land to an amount of at least ~~seventeen~~ hundred dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of loss, to inure to the benefit of the Mortgagee to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the Mortgagee and to pay the premium or premiums for said insurance when due.

WITNESS the hand and seal of said Mortgagors

Attest,

Charles J. Laughlin

Floyd A. Dixon (SEAL)
Floyd A. Dixon

Madeline Dixon (SEAL)
Madeline Dixon

STATE OF MARYLAND, ALLEGANY COUNTY, TO-WIT:

I hereby certify that on this 17th day of October, in the year 1954, before me, the subscriber, a Notary Public of the State of Maryland, in and for said County, personally appeared, Floyd A. Dixon and Madeline Dixon, husband and wife

the within named Mortgagor, and acknowledged the foregoing mortgage to be their act and deed. And at the same time, before me, also personally appeared Horace P. Whitworth the President of The Citizens National Bank of Westernport, Maryland, the within named Mortgagee and made oath in due form of law that the consideration in said mortgage is true and bona fide as therein set forth and that he is the President of said Mortgagee, duly authorized to make this affidavit.

WITNESS my hand and Notarial Seal the day and year last above written.

Charles J. Laughlin
 Notary Public

FILED AND RECORDED OCTOBER 16th 1954 at 11:25 A.M.

PURCHASE MONEY

This Mortgage, Made this 17th day of October in the year Nineteen Hundred and fifty-four, by and between

JEAN F. TRULY and ROBERT N. TRULY, her husband,

of Allegany County, in the State of Maryland, parties of the first part, and **FROSTBURG NATIONAL BANK, a national banking**

corporation duly incorporated under the laws of the United States of America, with its principal office in

of Frostburg, Allegany County, in the State of Maryland, part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted unto the said party of the second part, its successors and assigns, in the full sum of

FORTY-FIVE HUNDRED - - - - -90/100 DOLLARS (\$4500.00)

payable one year after date of these presents, together with interest thereon at the rate of six per centum (6%) per annum, payable quarterly, as evidenced by the joint and several promissory note of the parties of the first part payable to the order of the party of the second part, of even date and tenor herewith, which said indebtedness, together with interest as aforesaid, the said parties of the first part hereby covenant to pay to the said party of the second part, its successors and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said part ies of the first part do give, grant, bargain and sell, convey, release and confirm unto the said part y of the second part, its successors ~~heirs~~ and assigns, the following property, to-wit:

FIRST PARCEL: ALL that lot, piece or parcel of land situate, lying and being in Allegany County and State of Maryland, and known as Lot Number Forty-eight (48) in Eckhart Flat Addition Number Two (2) to Frostburg, Maryland, a plat of which Addition is recorded in Liber No. 103, folio 501 among the land records of Allegany County, said Lot Number Forty-eight (48) being particularly described as follows, to-wit:

BEGINNING at a peg on the South side of Washington Street at the end of the first line of Lot No. 47, and running thence with Washington Street, South 57 degrees 45 minutes East 40 feet; thence South 31 degrees 45 minutes West 165 feet to an Alley, and with said Alley, North 57 degrees 45 minutes West 40 feet to the end of the second line of Lot No. 47, and with said line reversed, North 31 degrees 45 minutes East 165 feet to the beginning.

SECOND PARCEL: ALL that lot, piece or parcel of land situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and being the westerly one-half (1/2) of Lot Number Forty-nine (49) in said Eckhart Flat Addition Number Two (2) to Frostburg, and particularly described as follows, to wit:

BEGINNING for the same at the end of the first line of Lot No. 48 in said Addition and running thence with Washington Street and with part of the first line of Lot No. 49, South 57 degrees 45 minutes East 20 feet to the end of the first line of the property conveyed by Charles M. Scott, Jr., et ux, to George R. Connor et ux by deed dated March 26, 1946, and recorded in Liber No. 208, folio 61, among the Land Records of Allegany County, Maryland; thence leaving Washington Street and across said Lot No. 49 (dividing it lengthwise) and with the second line of said Connor deed, South 31 degrees 45 minutes West 165 feet to a point on the north side of an alley 16 feet wide; said point being midway on the third line of the whole Lot No. 49, thence with the remainder of said third line of the whole Lot No. 49, North 57 degrees 45 minutes West 20 feet to the end thereof, then leaving said alley, and with the fourth line of the whole Lot No. 49, North 31 degrees 45 minutes East 165 feet to the beginning.

IT being the same property which was conveyed by Mary Jane Harris Watson et al, to Jean F. Truly et vir by deed dated October 11, 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said part ies of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said part y of the second part, its successors ~~executors or administrators~~ or assigns, the aforesaid sum of _____

- - -FORTY-FIVE HUNDRED - - - - -90/100 DOLLARS (\$4500.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants

herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, its successors ~~heirs, executors, administrators~~ and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagor s, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or its/ assigns, the improvements on the hereby mortgaged land to the amount of at least Forty-five Hundred and 00/100 -- (\$4500.00) - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, its successors ~~heirs~~ or assigns, to the extent of its lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to Both)

Ruth M. Todd

Jean F. Truly [Seal]
JEAN F. TRULY

Robert N. Truly [Seal]
ROBERT N. TRULY

State of Maryland,

Allegany County, to-wit:

I hereby certify, That on this 15th day of October in the year nineteen hundred and fifty-four, before me, the subscriber a Notary Public of the State of Maryland, in and for said County, personally appeared

Jean F. Truly and Robert N. Truly, her husband,

and they acknowledged the foregoing mortgage to be their respective

act and deed; and at the same time before me also personally appeared F. Earl Kreitsburg, Cashier of the Frostburg National Bank,

the within named mortgagee and made oath in due form of law, that the consideration in said

mortgage is true and bona fide as therein set forth, and further made oath that he is the cashier of said Bank and duly authorized by it to make this affidavit.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Butt M. Todd

Notary Public

Computed and Mailed *18*

To *Katie C. Frankland*
Frederick, Md.
Nov 15, 1954

FILED AND RECORDED OCTOBER 16th 1954 at 11:30 A.M.
PURCHASE MONEY SECOND

This Mortgage, Made this 15th day of October
in the year Nineteen Hundred and fifty-four, by and between

JEAN F. TRULY and ROBERT N. TRULY, her husband,

of Allegany County, in the State of Maryland
part ies of the first part, and

KATIE C. FRANKLAND

of Allegany County, in the State of Maryland
part y of the second part, WITNESSETH:

Whereas, the said parties of the first part are justly indebted
unto the said party of the second part, her heirs and assigns, in the
full sum of

THIRTY-FIVE HUNDRED - - - - - - - - - -00/100 DOLLARS (\$3500.00)

payable one year after date of these presents, together with interest
thereon at the rate of six per centum (6%) per annum, payable quarter-
ly, as evidenced by the joint and several promissory note of the
parties of the first part payable to the order of the party of the
second part, of even date and tenor herewith, which said indebtedness
together with interest as aforesaid, the said parties of the first
part hereby covenant to pay to the said party of the second part, her
heirs and assigns, as and when the same is due and payable.

AND WHEREAS, this mortgage shall also secure future advances as provided by Section 2 of
Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with
amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

Now Therefore, in consideration of the premises, and of the sum of one dollar in hand

paid, and in order to secure the prompt payment of the said indebtedness at the maturity thereof, together with the interest thereon, including any future advances, the said parties of the first part do give, grant, bargain and sell, convey, release and confirm unto the said party of the second part, her heirs and assigns, the following property, to-wit:

FIRST PARCEL: ALL that lot, piece or parcel of land situate, lying and being in Allegany County and State of Maryland, and known as Lot Number Forty-eight (48) in Eckhart Flat Addition Number Two (2) to Frostburg, Maryland, a plat of which Addition is recorded in Liber No. 103, folio 501 among the Land Records of Allegany County, said Lot Number Forty-eight (48) being particularly described as follows, to wit:

BEGINNING at a peg on the south side of Washington Street at the end of the first line of Lot No. 47, and running thence with Washington Street, South 57 degrees 45 minutes East 40 feet; thence South 31 degrees 45 minutes West 165 feet to an Alley, and with said Alley, North 57 degrees 45 minutes West 40 feet to the end of the second line of Lot No. 47, and with said line reversed, North 31 degrees 45 minutes East 165 feet to the beginning.

SECOND PARCEL: ALL that lot, piece or parcel of land situate, lying and being in the Town of Frostburg, Allegany County, Maryland, and being the westerly one-half (½) of Lot Number Forty-nine (49) in said Eckhart Flat Addition Number Two (2) to Frostburg, and particularly described as follows, to wit:

BEGINNING for the same at the end of the first line of Lot No. 48 in said Addition and running thence with Washington Street and with part of the first line of Lot No. 49, South 57 degrees 45 minutes East 20 feet to the end of the first line of the property conveyed by Charles M. Scott, Jr., et ux, to George R. Connor et ux by deed dated March 26, 1946, and recorded in Liber No. 208, folio 61, among the Land Records of Allegany County, Maryland; thence leaving Washington Street and across said Lot No. 49 (dividing it lengthwise) and with the second line of said Connor deed, South 31 degrees 45 minutes West 165 feet to a point on the north side of an alley 16 feet wide; said point being midway on the third line of the whole Lot No. 49, thence with the remainder of said third line of the whole Lot No. 49, North 57 degrees 45 minutes West 20 feet to the end thereof, then leaving said alley, and with the fourth line of the whole Lot No. 49, North 31 degrees 45 minutes East 165 feet to the beginning.

IT being the same property which was conveyed by Mary Jane Harris Watson et al, to Jean F. Truly et vir by deed dated October 1954, and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

Together with the buildings and improvements thereon, and the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

Provided, that if the said parties of the first part, their heirs, executors, administrators or assigns, do and shall pay to the said party of the second part, her executor, administrator or assigns, the aforesaid sum of

- - - -THIRTY-FIVE HUNDRED - - - - - 00/100 DOLLARS (\$3500.00)

together with the interest thereon, and any future advances made as aforesaid, as and when the same shall become due and payable, and in the meantime do and shall perform all the covenants herein on their part to be performed, then this mortgage shall be void.

And it is Agreed that until default be made in the premises, the said parties of the first part may hold and possess the aforesaid property, upon paying in the meantime, all taxes, assessments and public liens levied on said property, all which taxes, mortgage debt and interest thereon, the said parties of the first part hereby covenant to pay when legally demandable.

But in case of default being made in payment of the mortgage debt aforesaid, or of the interest thereon, or any future advances, in whole or in part, or in any agreement, covenant or condition of this mortgage, then the entire mortgage debt intended to be hereby secured shall at once become due and payable, and these presents are hereby declared to be made in trust, and the said party of the second part, her heirs, executors, administrators and assigns, or

COBEY, CARSCADEN and GILCHRIST its, his, her or their duly constituted attorneys or agents are hereby authorized and empowered, at any time thereafter, to sell the property hereby mortgaged or so much thereof as may be necessary, and to grant and convey the same to the purchaser or purchasers thereof, his, her or their heirs or assigns; which sale shall be made in manner following to-wit: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Cumberland, Maryland, which said sale shall be at public auction for cash, and the proceeds arising from such sale to apply first to the payment of all expenses incident to such sale, including all taxes levied, and a commission of eight per cent. to the party selling or making said sale; secondly, to the payment of all moneys owing under this mortgage, whether the same shall have been then matured or not; and as to the balance, to pay it over to the said parties of the first part, their heirs, or assigns, and in case of advertisement under the above power but no sale, one-half of the above commission shall be allowed and paid by the mortgagors, their representatives, heirs or assigns.

And the said parties of the first part further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee or her assigns, the improvements on the hereby mortgaged land to the amount of at least Thirty-five Hundred and 00/100 - - - - - Dollars, and to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire or other losses to inure to the benefit of the mortgagee, her heirs or assigns, to the extent of her lien or claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

Witness, the hands and seals of said mortgagors.

Witness: (as to Both)

Ruth M. Todd

Jean F. Truly [Seal]

JEAN F. TRULY

Robert N. Truly [Seal]

ROBERT N. TRULY

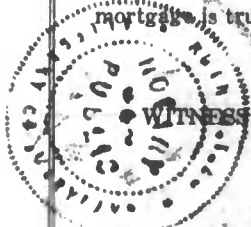
**State of Maryland,
Allegany County, to-wit:**

I hereby certify, That on this 15th day of October
in the year nineteen hundred and fifty-four, before me, the subscriber
a Notary Public of the State of Maryland, in and for said County, personally appeared

Jean F. Truly and Robert N. Truly, her husband,
and they acknowledged the foregoing mortgage to be their respective
act and deed; and at the same time before me also personally appeared

Katie C. Frankland

the within named mortgagee and made oath in due form of law, that the consideration in said mortgage is true and bona fide as therein set forth.



WITNESS my hand and Notarial Seal the day and year aforesaid.

Ruth M. Todd
Notary Public

FILED AND RECORDED OCTOBER 16th 1954 at 11:25th A.M.

PURCHASE MONEY

This Mortgage, Made this 15th day of October

in the year nineteen hundred and fifty-four by and between

WELSIE D. MAYNE and RHEA P. MAYNE, his wife,

of Allegany County and the State of Maryland, parties of the first part and the

Western Maryland Building and Loan Association, Incorporated,

a corporation duly incorporated under the Laws of the State of Maryland, party of the second part.
WITNESSETH:

WHEREAS, the said parties of the first part, being members of the said Western Maryland Building and Loan Association, Incorporated, have received therefrom an advance loan of

- - - TWENTY-THREE HUNDRED and 00/100 - - - - - Dollars, on
- - - Twenty-three Shares of stock, upon the condition that a good and effectual mortgage be executed by the said parties of the first part to the said Body Corporate, to secure the payment of the sums of money at the times and in the manner hereinafter mentioned, and the performance of and compliance with the covenants, conditions and agreements herein mentioned, on the part of the said parties of the first part.

AND WHEREAS, this mortgage shall also secure future advances as provided by section 2 of Article 66 of the Annotated Code of Maryland (1939 Edition) as repealed and re-enacted, with amendments, by Chapter 923 of the Laws of Maryland, 1945, or any future amendments thereto.

NOW THEREFORE THIS MORTGAGE WITNESSETH: That in consideration of the premises and the sum of \$1.00 (One Dollar) the said parties of the first part do hereby grant, bargain and sell and convey unto the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns all that lot or parcel of land lying in the City of Cumberland, Allegany County and the State of Maryland and more particularly described as follows:

ALL that certain lot, piece or parcel of land situated on the West side of Winifred Road, in the City of Cumberland, in Allegany County, in the State of Maryland, and being a part of Block 5-B and a part of Block 6-B of the Johnson and Doll properties as shown on plat recorded in Liber No. 105, folio 737, one of the Land Records of Allegany County, State of Maryland, and more particularly described as follows:

BEGINNING for the same at a stake on the westerly side of the Winifred Road distant South 10 degrees West 60 feet from the end of the third line of said Block 5-B of said Johnson and Doll properties, and running thence with said westerly side of said Winifred Road and with a part of the fourth line of said Block 6-B and a part of the fourth line of Block 5-B, North 10 degrees East 176 feet to a stake; thence leaving said Winifred Road North 77 degrees West 100 feet to a stake; thence South 10 degrees West 176.45 feet to a stake; thence South 77 degrees 30 minutes East 100 feet to said Winifred Road to the place of beginning.

IT being the same property which was conveyed by Ruth L. Brewer Bingman et vir to Welsie D. Mayne et ux by deed dated as of even date and to be recorded among the Land Records of Allegany County, Maryland, prior to the recordation of this mortgage which is given to secure part of the purchase price of the property therein described and conveyed.

TOGETHER with the rights, roads, ways, waters, privileges and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said property unto the said Western Maryland Building and Loan Association, Incorporated, its successors and assigns, forever in fee simple.

PROVIDED HOWEVER that if the said parties of the first part make, or cause to be made the payments, and perform and comply with the covenants, conditions and agreements herein mentioned on their part to be made and done, then this mortgage shall be void. And the said parties of the first part hereby covenant and agree with the said Western Maryland Building and Loan Association, Incorporated, its successors or assigns, to pay and perform as follows: that is to say:

FIRST: To pay to the said Corporation, its successors or assigns, the principal sum of
- - - - - Twenty-three Hundred and 00/100 - - - - - Dollars with six (6%)
per cent interest thereon, payable in 72 monthly payments of not less than \$38.14 each,
on or before the 15th day of each month hereafter until the whole of the said principal debt and interest and any future advances as aforesaid are paid, the first monthly payment to be due on the 15th

day of November, 19 54, at the office of the said Western Maryland Building and Loan Association, Incorporated. The final payment, if not sooner paid, to be due on the 15th day of October, 19 60.

It is understood and agreed that the parties of the first part have the right to pay, in addition to the aforementioned monthly payments, the principal sum then due hereunder or any part thereof, in an amount equal to one or more monthly payments.

SECOND: To pay all taxes due and assessments legally levied on the said property, which have been or may be hereafter levied or charged on said property, when and as the same shall become payable and in default of such payment the said mortgagee may pay the same and charge such sum or sums against said mortgage debt as part thereof.

THIRD: And the said parties of the first part do further covenant to insure forthwith, and pending the existence of this mortgage, to keep insured by some insurance company or companies acceptable to the mortgagee, its successors or assigns, the improvements on the hereby mortgaged land to the amount of at least Twenty-three Hundred - - - - - (\$2,300.00) - - - - Dollars. And to cause the policy or policies issued therefor to be so framed or endorsed, as in case of fire, to insure the benefit of the mortgagee, its successors or assigns, to the extent of its claim hereunder, and to place such policy or policies forthwith in possession of the mortgagee or the mortgagee may effect said insurance and collect the premiums thereon with interest as part of the mortgage debt.

PROVIDED that if default shall be made by the said parties of the first part or by any one who may assume the payment of this mortgage, of the payments of the aforesaid sums of money, including any future advances or either of them, in whole or in part, or in any one of the agreements, covenants or conditions of this mortgage, then and in that event, the whole mortgage debt and interest hereby intended to be secured shall be deemed due and demandable and it shall be lawful for the said Western Maryland Building and Loan Association, Incorporated, its assigns, or

William R. Carscaden its, or their duly constituted attorney, to sell the property hereby mortgaged, for cash and to grant and convey the same to the purchaser or the purchasers thereof, or to his, her or their assigns, which sale shall be made in the manner following, to wit: By giving at least twenty days notice of the time, place, manner and terms of sale in some newspaper published in the City of Cumberland, Maryland, and in the event of a sale of said property under the powers thereby granted, the proceeds arising from said sale shall be applied:

FIRST: To the payment of all expenses incident to such sale, including taxes, and commission of eight (8%) percent to the party selling or making such sale; in case the said property is advertised under the power herein contained and no sale thereof made, that, in that event, the party so advertising shall be paid all expenses incurred and one-half of the said commission.

SECOND: To the payment of all claims and demands of said Mortgagee, its successors or assigns hereunder, whether the same shall have been matured or not and the balance, if any, to be paid to the said the parties of the first part as their interest may appear.

WITNESS the hands and seals of the said parties of the first part hereto, the day and year hereinbefore written.

Test:

Patty Ann Davis

Welsie D. Mayne (SEAL)
WELSIE D. MAYNE
Rhea P. Mayne (SEAL)
RHEA P. MAYNE

State of Maryland,

Allegany County, to wit:

I hereby certify that, on this 15th day of October 19 54 before me, the subscriber, a Notary Public of the State of Maryland, in and for Allegany County, personally appeared Welsie D. Mayne and Rhea P. Mayne, his wife, and they acknowledged the foregoing mortgage to be their act; and at the same time, before me, also personally appeared Clement C. May an agent of the within named mortgagee, and made oath in due form of law that the consideration mentioned in the foregoing mortgage is true and bona fide as therein set forth: and the said Clement C. May did further in like manner, make oath that he is the Secretary and agent of the said mortgagee and duly authorized by it to make this affidavit.

In witness whereof, I have hereunto set my hand and affixed my Notarial Seal this 15th day of October, 19 54.



Patty Ann Davis
Notary Public

LIBER 307 PAGE 599

FILED AND RECORDED OCTOBER 15th 1954 at 8:30 A.M.

PURCHASE MONEY

THIS MORTGAGE, Made this 12th. day of October, 1954, by and between
Herlan E. PORTER and Stella M. PORTER, his wife,

of Zihlman, Election Dist. No. 11 of Allegany County,
in the State of Maryland, Mortgagor S, and THE FIDELITY
SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.

WHEREAS, the said Mortgagor S are justly indebted unto the Mortgagee in the full and just sum of
Seven Hundred and twenty-two ----- 40/00 (\$ 722.40)

which is to be repaid in twenty-four consecutive monthly installments of \$ 30.10 each, beginning one month from
the date hereof at the office of the said Mortgagee.

NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said
Mortgagor S do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground
and premises located in The Village of Zihlman, Election Dist. No. 11 of Allegany County, Maryland,
the "Porter Place,, Scotch Row, Zihlman, Allegany County, Maryland

and more fully described in a Deed from Borden Mining Company, dated October 1, 1954

recorded among Land Records of Allegany County, Maryland, and to be recorded simultaneously with this
Purchase
Money
Mortgage
TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances
and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the
said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns,
forever, provided that if the said Mortgagor S their heirs, executors, administrators or assigns, do and shall pay
or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon
as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on
their part to be performed, then this mortgage shall be void.

AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged
property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and
interest thereon said Mortgagor S hereby covenant to pay when legally demandable.

AND, the said Mortgagor S further covenant to keep the improvements on the said mortgaged property fully insured
against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some
company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.

But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby
secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly
constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be
necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By
giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County,
Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of
all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to the party making said sale; secondly,
to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance,
to pay it over to the Mortgagor S their heirs or assigns, and in case of advertisement but no sale, one-half of the above
commission shall be paid by the Mortgagor S their representatives, heirs or assigns.

WITNESS OUR hand S and seal S

Herlan E. Porter (SEAL)
Herlan E. Porter

ATTEST:
Ralph M. Race
Ralph M. Race

Stella M. Porter (SEAL)
Stella M. Porter

STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:

I HEREBY CERTIFY, That on this 12th. day of October, 1954, before me,

the subscriber, a Notary Public of the State and County aforesaid, personally appeared
Herlan E. PORTER and Stella M. PORTER, his wife,

the Mortgagor S named in the foregoing mortgage and they acknowledged the foregoing mortgage to be their act,
the same being also appeared G. Alvin Krelling Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG,
ALLEGANY COUNTY, MARYLAND, and made oath in due form of law that the consideration set forth in said mortgage is true
and bona fide as therein set forth.

IN WITNESS my hand and Notarial Seal.




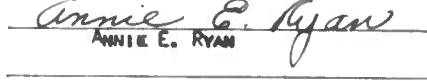
Ralph M. Race
Notary Public

FILED AND RECORDED OCTOBER 16th 1954 at 8:45 A.M.THIS MORTGAGE, Made this 15TH day of OCTOBER, 19 54, by and between
RUSSELL W. RYAN AND ANNIE E. RYAN, HIS WIFEof FROSTBURG, in the State of Maryland, Mortgagor S, and THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, Mortgagee.WHEREAS, the said Mortgagor S ARE justly indebted unto the Mortgagee in the full and just sum of TWO
HUNDRED NINETEEN AND 69/100 ----- (\$ 219.69)which is to be repaid in 12 consecutive monthly installments of \$ 18.30 each, beginning one month from the date hereof at the office of the said Mortgagee.NOW, THIS MORTGAGE WITNESSETH, That in consideration of the premises and of the sum of One Dollar, the said Mortgagors do grant, assign and convey unto the said Mortgagee, its successors and assigns in fee simple all that lot of ground and premises located ON PINEY MT. ROAD, ONE MILE FROM ECKHART, MARYLAND, known asand more fully described in a Deed from GLADYS PORTER, WIDOW, dated MAY 3, 1938, recorded among Land Records of ALLEGANY COUNTY, MARYLAND, Liber 100, Folio 308

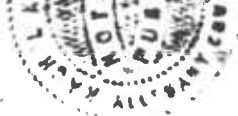
TOGETHER with the buildings and improvements thereupon, and the rights, alleys, ways, waters, privileges, appurtenances and advantages thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the said lot or parcel of ground with the improvements and appurtenances aforesaid unto the said THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, its successors and assigns, forever, provided that if the said Mortgagor S THEIR heirs, executors, administrators or assigns, do and shall pay or cause to be paid to the said Mortgagee, its successors and assigns the aforesaid indebtedness, together with the interest thereon as and when the same shall become due and payable and, in the meantime, do and shall perform all the covenants herein on part to be performed, then this mortgage shall be void.AND, it is agreed that until default be made in the premises the said Mortgagor S may retain possession of the mortgaged property upon paying in the meantime all taxes and assessments levied on said property, all of which taxes, mortgage debt and interest thereon said Mortgagors hereby covenant to pay when legally demandable.AND, the said Mortgagor S further covenant to keep the improvements on the said mortgaged property fully insured against loss by fire and other hazards as the said Mortgagee may from time to time require, for the use of the Mortgagee, in some company acceptable to the Mortgagee to the extent of its lien thereon and to deliver the policy to the Mortgagee.But in case of any default or violation of any covenant or condition of this mortgage, then the entire mortgage debt hereby secured shall at once become due and payable, and the Mortgagee, its successors or assigns, or Albert A. Doub, its, his or their duly constituted attorney or agent, are hereby empowered, at any time thereafter, to sell said property, or so much thereof as may be necessary, and to convey the same to the purchaser, or his, her or their heirs or assigns; which sale shall be made as follows: By giving at least twenty days' notice of the time, place, manner and terms of sale in some newspaper published in Allegany County, Maryland, which sale shall be at public auction for cash and the proceeds arising therefrom to apply: first, to the payment of all expenses incident to the sale, including taxes, and a commission of eight per cent (8%) to this party making said sale; secondly, to the payment of all monies owing under this mortgage, whether the same shall have been matured or not; and as to the balance, to pay it over to the Mortgagor S, THEIR heirs or assigns, and in case of advertisement but no sale, one-half of the above commission shall be paid by the Mortgagor S, THEIR representatives, heirs or assigns.WITNESS OUR hand S and seal S

ATTEST:


RACHEL KRIEGER
RUSSELL W. RYAN (SEAL)

ANNIE E. RYAN (SEAL)STATE OF MARYLAND,
ALLEGANY COUNTY, to-wit:I HEREBY CERTIFY, That on this 15TH day of OCTOBER, 19 54, before me,
the subscriber, a Notary Public of the State and County aforesaid, personally appeared RUSSELL W. RYAN AND ANNIE E. RYAN, HIS WIFEthe Mortgagors S and the Mortgagee, and they acknowledged the foregoing mortgage to be their act. At the same time also appeared WILLIAM E. DOUB, Treasurer of THE FIDELITY SAVINGS BANK OF FROSTBURG, ALLEGANY COUNTY, MARYLAND, and made oath in the form of law that the consideration set forth in said mortgage is true and lawful.

and bear this my hand and Notarial Seal.


Notary Public
RACHEL KRIEGER

CLERK OF THE CIRCUIT COURT

ALLEGANY COUNTY

STATE OF MARYLAND

LAND RECORDS

CHattel AND MORTGAGE

HALL OF RECORDS COMMISSION

STATE OF MARYLAND

J E B

307

I hereby certify that the microphotographs appearing on this reel of film are exact copies of the land records of the Clerk of the Circuit Court for this County, State of Maryland.

These records are being microfilmed pursuant to Chapter 504, Acts of 1949, which requires the Clerks to file with the Commissioner of the Land Office microfilmed copies of the land records in lieu of the abstracts which were previously required.

These microfilms are being produced by the Hall of Records Commission, Records Management Division, (Chapter 436, Acts of 1953).

Joseph E. Boden

Clerk of Circuit Court

For Allegany County

Date September 22, 1954

STATE OF MARYLAND